

draft

DEPARTMENT OF SOCIAL AND HEALTH SERVICES

MEDICAL ASSISTANCE ADMINISTRATION

2004 – 2005 CONTRACT

Effective January 1, 2005

FOR

Washington Medicaid Integration Partnership

APPROVED AS TO FORM BY THE ATTORNEY GENERAL'S OFFICE

DRAFT

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1. DEFINITIONS

The following definitions shall apply to this agreement. *Additional applicable definitions are found in 388-865 WAC for Mental Health services, and 388-805 for DASA services:*

- 1.1. **Action** means the denial or limited authorization of a requested service, including the type or level of service; the reduction, suspension, or termination of a previously authorized service; the denial, in whole or in part, of payment of a service; or the failure to provide services or act in a timely manner as required herein (42 CFR 438.400(b)).
- 1.2. **Advance Directive** means a written instruction, such as a living will or durable power of attorney for health care, recognized under the laws of the state of Washington, relating to the provision of health care when an individual is incapacitated (RCW 71.32, WAC 388-501-0125, 42 CFR 438.6, 42 CFR 438.10, 42 CFR 422.128, and 42 CFR 489 Subpart I).
- 1.3. **Ancillary Services** means health services ordered by a provider including but not limited to, laboratory services, radiology services, and physical therapy.
- 1.4. **Appeal** means a request for review of an action (42 CFR 438.400(b)).
- 1.5. **Appeal Process** means the Contractor's procedures for reviewing an action.
- 1.6. **Chemical Dependency Professional** means a person certified as a chemical dependency professional by the Washington State Department of Health under Chapter 18.205 RCW.
- 1.7. **Chemical Dependency Treatment Service** means a discrete program of chemical dependency treatment offered by a service provider who has a certificate of approval from the Department of Social and Health Services as evidence the provider meets the standards of Chapter 388-805 WAC.
- 1.8. **Cold Call Marketing** means any unsolicited personal contact by the Contractor with a potential enrollee or an enrollee with another contracted managed care organization for the purposes of marketing (42 CFR 438.104(a)).
- 1.9. **Comparable Coverage** means an enrollee has other insurance that DSHS has determined provides a full scope of health care benefits.
- 1.10. **Continuity of Care** means the provision of continuous care for chronic or acute conditions through enrollee transitions in providers, service area and

between Medicaid fee-for-service and the WMIP in a manner that does not interrupt medically necessary care or jeopardize the enrollee's health.

- 1.11. **Coordination of Care** means the Contractor's mechanisms that ensure that the enrollee and providers have access to and take into consideration, all required information on the enrollee's conditions and treatments to ensure that the enrollee receives appropriate health care services.
- 1.12. **Covered Services** means medically necessary services, as set forth in Section 11, Schedule of Benefits, covered under the terms of this agreement.
- 1.13. **Crisis Services** means evaluation and treatment of a mental health crisis, provided by or under the supervision of a Mental Health Professional in accordance with WAC 388-865. **Modify to make this same as final state plan language. Equates to emergency services for medical.**
- 1.14. **Dual Coverage** means an enrollee is privately enrolled on any basis with the Contractor and simultaneously enrolled with the Contractor under WMIP.
- 1.15. **Eligible Clients** means DSHS clients certified eligible by the DSHS, living in the service area, and eligible to enroll for health care services under the terms of this agreement, as described in Section 2.2.
- 1.16. **Emergency Medical Condition** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (a) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part (42 CFR 438.114(a)).
- 1.17. **Emergency Services** means covered inpatient and outpatient services that are furnished by a provider that is qualified to furnish the services and are needed to evaluate or stabilize an emergency medical condition (42 CFR 438.114(a)). Psychiatric inpatient services are excluded from this definition.
- 1.18. **Enrollee** means an individual eligible for any medical program who is enrolled in WMIP managed care through a health care plan having an agreement with DSHS.
- 1.19. **Grievance** means an expression of dissatisfaction about any matter other than an action. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal

relationships such as rudeness of a provider or employee, or failure to respect the enrollee's rights (42 CFR 438.400(b)).

- 1.20. **Grievance Process** means the procedure for addressing enrollees' grievances.
- 1.21. **Grievance System** means the overall system that includes grievances and appeals handled by the Contractor and access to the DSHS fair hearing system (42 CFR 438.400).
- 1.22. **Health Care Professional** means a physician or any of the following, acting within their scope of practice; a podiatrist, optometrist, chiropractor, psychologist, dentist, physician assistant, physical or occupational therapist, therapist assistant, speech language pathologist, audiologist, registered or practical nurse (including nurse practitioner, clinical nurse specialist, certified registered nurse anesthetist, and certified nurse midwife), licensed certified social worker, registered respiratory therapist, pharmacist, certified respiratory therapy technician or Mental Health Professional (as defined in Section 1.27) (42 CFR 438.2).
- 1.23. **Managed Care** means a prepaid, comprehensive health care delivery system, that includes preventive, primary, specialty and ancillary health services. For the purposes of this contract, Managed Care includes services described in Section 11.
- 1.24. **Marketing** means any communication from the Contractor to a potential enrollee that can be reasonably interpreted as intended to influence them to enroll with the Contractor (CFR 438.104(a)).
- 1.25. **Marketing Materials** means materials that are produced in any medium, by or on behalf of the Contractor, that can be reasonably interpreted as intended to market to potential enrollees or enrollees with another WMIP contracted managed care organization (42 CFR 438.104(a)).
- 1.26. **Medically Necessary Services** means services that meet the definition in WAC 388-500-0005.
- 1.27. **Mental Health Professional means:**
 - 1.27.1 A physician or osteopath licensed under Chapter 18.57 or 18.71 RCW who is board eligible in psychiatry;
 - 1.27.2 A psychiatrist, psychologist, psychiatric nurse or social worker as defined in chapter 71.05 and 71.34 RCW;
 - 1.27.3 A person with a master's degree or further advanced degree in counseling or one of the social sciences from an accredited college or university. Such person shall have, in addition, at least two

- years of experience in direct treatment of persons with mental illness or emotional disturbance, such experience gained under the supervision of a Mental Health Professional;
- 1.27.4 A person who meets the waiver criteria of RCW 71.24.260, which was granted prior to 1986;
- 1.27.5 A person who has an approved exception to perform the duties of a Mental Health Professional that was requested by the regional support network and granted by the mental health division prior to July 1, 2002; or
- 1.27.6 A person who has been granted a time-limited waiver of the minimum requirements of a Mental Health Professional by the mental health division consistent with WAC 388-865-0265.
- 1.28 **Mental Health Specialist** means a Mental Health Professional with additional training and experience in the areas of child, geriatric, ethnic minority or disability mental health services, as defined in WAC 388-865.
- 1.29 **Participating Provider** means a person, health care provider, practitioner, or entity, acting within their scope of practice, with a written agreement with the Contractor to provide services to enrollees under the terms of this agreement.
- 1.30 **Peer-Reviewed Medical Literature** means medical literature published in professional journals that submit articles for review by experts who are not part of the editorial staff. It does not include publications or supplements to publications primarily intended as marketing material for pharmaceutical, medical supplies, medical devices, health service providers, or insurance carriers.
- 1.31. **Physician Group** means a partnership, association, corporation, individual practice association, or other group that distributes income from the practice among its members. An individual practice association is a physician group only if it is composed of individual physicians and has no subcontracts with physician groups (42 CFR 434.70).
- 1.32. **Physician Incentive Plan** means any compensation arrangement between the Contractor and a physician or physician group that may directly or indirectly have the effect of reducing or limiting services to enrollees under the terms of this agreement (42 CFR 434.70).
- 1.33. **Post-stabilization Services** means covered services, related to an emergency medical condition that are provided after an enrollee is stabilized in order to maintain the stabilized condition or to improve or resolve the enrollee's condition (42 CFR 438.114 and 42 CFR 422.113(c)).

- 1.34. **Potential Enrollee** means an individual eligible for enrollment in WMIP who is not enrolled with a health care plan having an agreement with DSHS (42 CFR 438.10).
- 1.35. **Primary Care Provider (PCP)** means a participating provider who has the responsibility for supervising, coordinating, and providing primary health care to enrollees, initiating referrals for specialist care, and maintaining the continuity of enrollee care. PCPs include, but are not limited to Family Practitioners, General Practitioners, Internists, Physician Assistants (under the supervision of a physician), or Advanced Registered Nurse Practitioners (ARNP), as designated by the Contractor. The definition of primary care provider is inclusive of the definition of primary care physician in 42 CFR 400.203 and all Federal requirements for primary care physicians will be applicable to primary care providers as the term is used in this agreement.
- 1.36. **Risk** means the possibility that a loss may be incurred because the cost of providing services may exceed the payments made for services (42 CFR 434.2). When applied to subcontractors, loss includes the loss of potential payments made as part of a physician incentive plan, as defined herein.
- 1.37. **Service Area** means Snohomish County.
- 1.38. **Subcontract** means a written agreement between the Contractor and a subcontractor, or between a subcontractor and another subcontractor, to perform all or a portion of the duties and obligations the Contractor is obligated to perform pursuant to this agreement.

2. ENROLLMENT

2.1. Service Areas:

- 2.1.1. The Contractor shall provide the services described in this contract to clients determined eligible for program services in Snohomish County. DSHS will determine whether an enrollee resides in Snohomish County.

- 2.2. **Eligible Client Groups:** DSHS shall determine eligibility for enrollment under this agreement. Clients in the following eligibility groups at the time of enrollment are eligible for enrollment under this agreement, and may enroll in the Washington Medicaid Integration Partnership (WMIP). For information about eligibility groups, please go to:
<http://fortress.wa.gov/dshs/maa/Eligibility/Index.html>

- 2.2.1. Clients who are 21 years of age or older, who are Aged, Blind, Disabled or Presumptive SSI (Programs A, B, P and X), with these exclusions:
2.2.1.1. Medically needy;

- 2.2.1.2. Dual eligibles that are not entitled to Medicaid services (QMB-only, QDWI, SLMD-only, and QI-1).
- 2.3. **Client Notification:** DSHS shall notify eligible clients of their eligibility for the WMIP at the time of program implementation, and thereafter at the time of initial eligibility. DSHS shall also notify eligible clients of their rights and responsibilities as WMIP enrollees at the time of initial eligibility determination and at least annually. The Contractor shall provide enrollees with additional information as described in this agreement.
- 2.4. **Enrollment Period:** Subject to the provisions of Section 2.7, enrollment is continuously open. Enrollees shall have the right to disenroll from the WMIP without cause, each month (42 CFR 434.27).
- 2.5. **Enrollment Process:** DSHS shall automatically enroll all eligible Medicaid-only clients in the WMIP. American Indian/Alaska Natives enroll voluntarily, as do dual-eligible clients.

Auto-enrolled clients may disenroll from the WMIP at any time, without cause, by submitting the request in writing or calling the DSHS, Medical Assistance Customer Service Center's toll-free number. Eligible clients may re-enroll at any time by calling the MAA toll-free number, or submitting an enrollment form signed by the enrollee or his/her representative. Such enrollments and disenrollments shall be effective prospectively as described in Section 2.6 Effective Date of Enrollment.

2.6. Effective Date of Enrollment:

- 2.6.1. Enrollment with the Contractor shall be effective on the later of the following dates:
- 2.6.1.1. If the enrollment is processed on or before the DSHS cut-off date for enrollment, enrollment shall be effective the first day of the month following the month in which the enrollment is processed; or
- 2.6.1.2. If the enrollment is processed after the DSHS cut-off date for enrollment, enrollment shall be effective the first day of the second month following the month in which the enrollment is processed.
- 2.6.2. No retroactive coverage is provided under this agreement, except as described in this section.

2.7. Enrollment Listing and Requirements for Contractor's Response:

- 2.7.1. Before the end of each month DSHS will provide the Contractor with an electronic file, via a Health Insurance Portability and Accountability Act (HIPAA) compliant secure web based transfer system, a list of enrollees whose enrollment is terminated the end of that month, and a list of the Contractor's enrollees for the following month.
- 2.7.2. The Contractor shall have ten (10) calendar days from the receipt of the enrollment listing to notify DSHS in writing of the refusal of an application for enrollment or any discrepancy regarding DSHS' proposed enrollment effective date. Written notice shall include the reason for refusal and must be agreed to by DSHS. The effective date of enrollment specified by DSHS shall be considered accepted by the Contractor and shall be binding if the notice is not timely or DSHS does not agree with the reasons stated in the notice. Subject to DSHS approval, the Contractor may refuse to accept an enrollee for the following reasons:
 - 2.7.2.1. DSHS has enrolled the enrollee with the Contractor in a service area the Contractor is not contracted for.
 - 2.7.2.2. The enrollee is not eligible for enrollment under the terms of this agreement.

2.8. Termination of Enrollment:

- 2.8.1. **Voluntary Termination:** This program is a voluntary program. Enrollees may request termination of enrollment by submitted a written request to terminate enrollment to DSHS or by calling the Medical Assistance Customer Service Center (MACSC) toll-free enrollment number. Except as provided in WAC 388-538 or WAC 388-542, enrollees whose enrollment is terminated will be prospectively disenrolled. DSHS shall notify the Contractor of enrollee termination. The Contractor may not request voluntary disenrollment on behalf of an enrollee. Receipt of Medicaid benefits is not contingent upon clients enrolling in the WMIP.

If, at a later date, the eligible client decides to participate in the WMIP, s/he may re-enroll at any time if enrollment capacity allows, by calling the MACSC and requesting enrollment. DSHS shall then notify the Contractor that the eligible client has re-enrolled in the program effective the first of the following month.
- 2.8.2. **Involuntary Termination Initiated by DSHS for Ineligibility:** If an enrollee becomes ineligible for this program, DSHS shall terminate his or her enrollment..

- 2.8.2.1. When an enrollee's enrollment is terminated for ineligibility, the termination shall be effective:
 - 2.8.2.1.1. The first day of the month following the month in which the termination is processed by DSHS if the termination is processed on or before the DSHS cut-off date for enrollment or the Contractor is informed by DSHS of the termination prior to the first day of the month following the month in which the termination is processed by DSHS.
 - 2.8.2.1.2. Effective the first day of the second month following the month in which the termination is processed if the termination is processed after the DSHS cut-off date for enrollment and the Contractor is not informed by DSHS of the termination prior to the first day of the month following the month in which the termination is processed by DSHS.
- 2.8.3. **Involuntary Termination Initiated by DSHS for Comparable Coverage or Dual Coverage:**
 - 2.8.3.1. The Contractor shall notify DSHS as set forth below when an enrollee has health care insurance coverage with the Contractor or any other carrier:
 - 2.8.3.1.1. Within fifteen (15) working days when an enrollee is verified as having dual coverage, as defined herein.
 - 2.8.3.1.2. Within sixty (60) calendar days of when the Contractor becomes aware that an enrollee has any health care insurance coverage with any other insurance carrier. The Contractor is not responsible for the determination of comparable coverage, as defined herein.
 - 2.8.3.2. DSHS will involuntarily terminate the enrollment of any enrollee with dual coverage or comparable coverage as follows:
 - 2.8.3.2.1. When the enrollee has dual coverage that has been verified by DSHS, DSHS shall terminate enrollment retroactively to the beginning of the month of dual coverage and recoup premiums as describe in **Section 3.4.**
 - 2.8.3.2.2. When the enrollee has comparable coverage which has been verified by DSHS, DSHS shall terminate enrollment effective the first day of the second month following the month in which the termination is processed if the

termination is processed on or before the DSHS cut-off date for enrollment or, effective the first day of the third month following the month in which the termination is processed if the termination is processed after the DSHS cut-off date for enrollment.

2.8.4. Involuntary Termination Initiated by the Contractor:

To request involuntary termination of an enrollee, the Contractor shall send written notice to DSHS as described in Section 7.5. Involuntary termination will occur only with written DSHS approval. DSHS shall approve or disapprove the request for termination within thirty (30) working days of receipt of such notice. For the termination to be effective, DSHS must approve the termination request, notify the Contractor, and disenroll the enrollee. The Contractor shall continue to provide services to the enrollee until s/he is disenrolled.

DSHS will not disenroll an enrollee solely due to a request based on an adverse change in the enrollee's health status, or because of the enrollee's utilization of medical services, or uncooperative or disruptive behavior resulting from his or her special needs. DSHS may involuntarily terminate the enrollee when the Contractor has substantiated in writing:

- 2.8.4.1. The Contractor has provided a clinically appropriate evaluation to determine whether there is a treatable condition contributing to the enrollee's behavior and such evaluation finds no treatable condition.
 - 2.8.4.2. The enrollee received written notice from the Contractor of its intent to request the enrollee's disenrollment. The Contractor's notice to the enrollee shall include the enrollee's right to use the Contractor's grievance process to review the request to end the enrollee's enrollment.
- 2.8.5. An enrollee whose enrollment is terminated for any reason, other than incarceration, at any time during the month is entitled to receive covered services, as described in Section 10.1, at the Contractor's expense, through the end of that month.

2.9. Enrollment Not Discriminatory

- 2.9.1. The Contractor will not discriminate against enrollees or potential enrollees on the basis of health status or need for health care services (42 CFR 438.6 (d)(3)).
- 2.9.2. The Contractor will not discriminate against enrollees or potential enrollees on the basis of race, color, or national origin, and will not use any policy or practice that has the effect of discriminating on the basis of race, color, or national origin (42 CFR 438.6 (d)(4)).

3. PAYMENT

- 3.1. **Rates/Premiums:** Subject to the provisions of Section 7.7, Intermediate Sanctions, DSHS shall pay a monthly premium for each enrollee in full consideration of the work to be performed by the Contractor under this agreement. DSHS shall pay the Contractor, based on the enrollee's rate cell, which shall be determined by DSHS. The payment shall be made no later than the 15th working day of the month based on the DSHS list of enrollees whose enrollment is ongoing or effective on the first day of said calendar month. Such payment will be denied for new enrollees when, and for so long as, payment for those enrollees is denied by the Centers for Medicare and Medicaid Services (CMS) under 42 CFR 438.726(b) and 42 CFR 438.730(e).

The Contractor shall reconcile the payment listing with remittance advice information and submit a claim to DSHS for any amount due the Contractor within three hundred sixty five (365) calendar days of the month of service. When DSHS' records confirm the Contractor's claim, DSHS shall remit payment within thirty (30) calendar days of the receipt of the claim.

- 3.1.2. DSHS shall make a full monthly payment to the Contractor for the month in which an enrollee's enrollment is terminated except as otherwise provided herein.
- 3.1.3. The Contractor shall be responsible for covered medical services provided to the enrollee in any month for which DSHS paid the Contractor for the enrollee's care under the terms of this agreement.
- 3.2. **Renegotiation of Rates:** The base rate set forth herein shall be subject to renegotiation during the agreement period only if DSHS, in its sole judgment, determines that it is necessary due to a change in federal or state law or other material changes, beyond the Contractor's control, which would justify such a renegotiation.

- 3.3. **Reinsurance/Risk Protection:** The Contractor may obtain reinsurance for coverage of enrollees only to the extent that it obtains such reinsurance for other groups enrolled by the Contractor, provided that the Contractor remains ultimately liable to DSHS for the services rendered.
- 3.4. **Recoupments:** Unless mutually agreed to by the parties, DSHS shall only recoup premium payments for enrollees who are:
- 3.5.1. Dually-covered with the Contractor.
 - 3.5.2. Deceased prior to the month of enrollment. Premium payments shall be recouped effective the first day of the month following the enrollee's date of death.
 - 3.5.3. Retroactively disenrolled consistent with the provisions of Section 2.9.1.
 - 3.5.4. Found ineligible for enrollment with the Contractor and DSHS so notifies the Contractor before the first day of the month for which the premium is paid.
 - 3.5.5. The Contractor may recoup payments made to providers for services provided to enrollees during the period for which DSHS recoups premiums for those enrollees. If the Contractor recoups said payments, providers may submit appropriate claims for payment to DSHS through its Fee-For-Service program.
- 3.6. **Enrollee Hospitalized at Enrollment:**
- 3.6.1. If an enrollee is in an acute care hospital at the time of enrollment and was not enrolled in WMIP on the day the enrollee is admitted to the hospital, DSHS shall be responsible for payment of all inpatient facility and professional services provided from the date of admission until the date the enrollee is no longer confined to an acute care hospital.
 - 3.6.2. If an enrollee is enrolled in WMIP on the day the enrollee was admitted to an acute care hospital, then the plan the enrollee is enrolled with on the date of admission shall be responsible for payment of all inpatient facility and professional services provided from the date of admission until the date the enrollee is no longer confined to an acute care hospital.
- 3.5. **Enrollee Hospitalized at Disenrollment:** If an enrollee is in an acute care hospital at the time of disenrollment and the enrollee was enrolled with the WMIP Contractor on the date of admission, the Contractor shall be

responsible for payment of all covered inpatient facility and professional services from the date of admission to the date the enrollee is no longer confined to an acute care hospital.

- 3.6. **Third-Party Liability (TPL):** Until such time as DSHS shall terminate the enrollment of an enrollee who has comparable coverage as described in Section 2.8.3., the services and benefits available under this agreement shall be secondary to any other medical coverage. Nothing in this Section negates any of the Contractor's responsibilities under this Contract, including, but not limited to, the requirement of Section 10.12, Prohibition on Enrollee Charges for Covered Services. The Contractor shall:
- 3.7.1. Not refuse or reduce services provided under this agreement solely due to the existence of similar benefits provided under any other health care contracts (RCW 48.21.200), except in accord with applicable coordination of benefits rules in WAC 284-51.
 - 3.7.2. Attempt to recover any third-party resources available to enrollees (42 CFR 433 Subpart D) and shall make all records pertaining to TPL collections for enrollees available for audit and review.
 - 3.7.3. Pay claims for prenatal care and then seek reimbursement from third parties (42 CFR 433.139(b)(3)).
 - 3.7.4. Pay claims for covered services when probable third party liability has not been established or the third party benefits are not available to pay a claim at the time it is filed (42 CFR 433.139(c)).
 - 3.7.5. Communicate the requirements of this section to subcontractors that provide services under the terms of this agreement, and assure compliance with them.
- 3.8. **Subrogation Rights of Third-Party Liability:** Injured person means an enrollee covered by this agreement who sustains bodily injury. Contractor's medical expense means the expense incurred by the Contractor for the care or treatment of the injury sustained computed in accord with the Contractor's fee-for-service schedule.

If an enrollee requires medical services from the Contractor as a result of an alleged act or omission by a third-party giving rise to a claim of legal liability against the third-party, the Contractor shall have the right to obtain recovery of its cost of providing benefits to the injured person from the third-party. DSHS specifically assigns to the Contractor the DSHS' rights to such third party payments for medical care provided to an enrollee on behalf of DSHS, which the enrollee assigned to DSHS as provided in WAC 388-505-0540.

DSHS also assigns to the Contractor its statutory lien under RCW 43.20B.060. The Contractor shall be subrogated to the DSHS' rights and remedies under RCW 74.09.180 and RCW 43.20B.040 through RCW 43.20B.070 with respect to medical benefits provided to enrollees on behalf of DSHS under RCW 74.09.

The Contractor may obtain a signed agreement from the enrollee in which the enrollee agrees to fully cooperate in effecting collection from persons causing the injury. The agreement may provide that if an injured party settles a claim without protecting the Contractor's interest, the injured party shall be liable to the Contractor for the full cost of medical services provided by the Contractor. The Contractor shall notify DSHS of the name, address, and other identifying information of any enrollee and the enrollee's attorney who settles a claim without protecting the Contractor's interest in contravention of RCW 43.20B.050.

4. ACCESS AND CAPACITY

4.1. Network Capacity:

- 4.1.1. The Contractor agrees to maintain the support services and a provider network sufficient to serve the enrollee capacity in Snohomish County, consistent with the requirements of this agreement.
- 4.1.2. The Contractor agrees to provide the services required by this agreement through non-participating providers, at a cost to the enrollee that is no greater than if the services were provided by participating providers, if its network of participating providers is insufficient to meet the needs of enrollees in a manner consistent with this agreement.
- 4.1.3. The Contractor shall make a good faith effort to contract with existing DSHS-contracted networks of providers for mental health and chemical dependency services to ensure continuity of care for those clients who choose enrollment in the WMIP.

4.2. Service Delivery Network: When establishing a network, the Contractor must consider the following:

- 4.2.1. The anticipated Medicaid enrollment;
- 4.2.2. The expected utilization of services, taking into consideration the characteristics and health care needs of the Medicaid populations represented by WMIP enrollees;
- 4.2.3. The number and types (in terms of training, experience and specialization) of providers required to furnish the contracted services;

- 4.2.4. The number of network providers who are not accepting new Medicaid enrollees;
 - 4.2.5. The geographic location of providers and WMIP enrollees, considering distance, travel time, the means of transportation ordinarily used by Medicaid enrollees, and whether the location provides physical access for WMIP enrollees with disabilities.
- 4.3. **Provider Selection:** The Contractor must have written policies and procedures for selection and retention of providers, including at minimum:
- 4.3.1 A documented process for credentialing and recredentialing of providers who have signed contracts or participation agreements with the Contractor;
 - 4.3.2 Provider selection policies and procedures, consistent with CFR 438.12, must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment;
 - 4.3.3 Prohibition against employment or contracting with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Act.
 - 4.3.4 The Credentialing and Recredentialing System must:
 - 4.3.4.1 Have written credentialing and recredentialing policies and procedures, including criteria;
 - 4.3.4.2 Identify verification sources and provide documentation of results;
 - 4.3.4.3 Contain delegation agreements for subcontracts that comply with NCQA requirements for credentialing delegation agreements.
- 4.4. **Timely Access to Care:** The Contractor shall have contracts in place with all subcontractors that meet state standards for access, taking into account the urgency of the need for services. The Contractor shall ensure that:
- 4.4.1. Network providers offer comparable access to that offered to commercial enrollees or comparable to Medicaid fee-for-service, if the Contractor serves only Medicaid enrollees;
 - 4.4.2. Mechanisms are established to ensure compliance by providers;
 - 4.4.3. Providers are monitored regularly to determine compliance; and

4.4.4. Corrective action is initiated if there is a failure to comply.

4.5. Utilization Management:

4.5.1. Providers who make UM decisions must have education, training or professional experience in medical or clinical practice and either have a current license to practice or meet requirements for Mental Health Specialists or Chemical Dependency Professionals;

4.5.2. Use providers with appropriate qualifications to review denials based upon medical necessity, i.e., mental health specialists (mental health specialists are not required to be licensed but must meet requirements set forth in WAC 388-865), pharmacists, chemical dependency professionals, etc.;

4.6. **24/7 Availability:** The Contractor shall have the following services available on a 24-hour-a-day, seven-day-a-week basis. These services may be provided directly by the Contractor or may be delegated to subcontractors.

4.6.1. Medical advice for enrollees from licensed health care professionals concerning the emergent, urgent or routine nature of medical or psychiatric crisis, including the ability to connect with mental health crisis services when necessary.

4.6.2. Authorization of out-of-area urgent medical care;

4.7. **Appointment Standards:** The Contractor shall comply with appointment standards that are no longer than the following:

4.7.1. The Contractor shall ensure initiation of the initial mental health intake assessment by a Mental Health Professional within ten (10) working days of the request for mental health services.

4.7.2. Non-symptomatic (i.e., preventive care) office visits shall be available from the enrollee's PCP or an alternate provider within thirty (30) calendar days. A non-symptomatic office visit may include, but is not limited to, well/preventive care such as physical examinations, annual gynecological examinations, or children and adult immunizations.

4.7.3. Non-urgent, symptomatic (i.e., routine care) office visit shall be available from the enrollee's PCP or an alternate provider within seven (7) calendar days. A non-urgent, symptomatic office visit is associated with the presentation of medical signs not requiring immediate attention.

- 4.7.4. Urgent, symptomatic office visits shall be available within 24 hours. An urgent, symptomatic visit is associated with the presentation of medical signs that require immediate attention, but are not life threatening.
- 4.7.5. Emergency care shall be available 24 hours per day, seven days per week.
- 4.7.6. Comprehensive chemical dependency assessment and treatment services shall be provided to injection drug users no later than 14 days after the services have been requested by the enrollee. If the enrollee cannot be placed in treatment within 14 days, interim services must be made available to the enrollee.
- 4.8. **Provider Network - Distance Standards:** The Contractor's network of providers shall meet the distance standards below in the Contractor's service area. DSHS may, at its sole discretion, grant exceptions to the distance standards. DSHS' approval of an exception shall be in writing. The Contractor shall request an exception in writing and shall provide such evidence as DSHS may require supporting the request. If the closest qualified provider is beyond the distance standard applicable to the zip code, the distance standard defaults to the distance to that provider. The closest qualified provider may be a provider not participating with the Contractor.
 - 4.8.1. PCP
 - Urban: 2 within 10 miles for 90% of WMIP enrollees in the Contractor's service area.
 - Rural: 1 within 25 miles for 90% of WMIP enrollees in the Contractor's service area.
 - 4.8.2. Obstetrics
 - Urban: 2 within 10 miles for 90% of WMIP enrollees in the Contractor's service area.
 - Rural: 1 within 25 miles for 90% of WMIP enrollees in the Contractor's service area.
 - 4.8.3. Hospital
 - Urban/Rural: 1 within 25 miles for 90% of WMIP enrollees in the Contractor's service area.

4.8.4. Pharmacy

Urban: 1 within 10 miles for 90% of WMIP enrollees in the Contractor's service area.

Rural: 1 within 25 miles for 90% of WMIP enrollees in the Contractor's service area.

4.8.5. Mental Health Service Sites

Urban: 1 within 10 miles for 90% of WMIP enrollees in the Contractor's service area.

Rural: 1 within 25 miles for 90% of WMIP enrollees in the Contractor's service area.

4.8.6. Chemical Dependency Treatment Facilities:

Urban/Rural: 1 within 25 miles for 90% of WMIP enrollees in the Contractor's service area.

4.9. **Access to Specialty Care:**

- 4.9.1. The Contractor shall provide all medically necessary specialty care for WMIP enrollees. If an enrollee needs specialty care from a specialist who is not available within the Contractor's provider network, the Contractor shall obtain the necessary services from a qualified specialist outside the Contractor's provider network.

- 4.10. **Equal Access for Enrollees and Potential Enrollees with Communication Barriers:** The Contractor shall assure equal access for all enrollees and potential enrollees when oral or written language creates a barrier to such access for enrollees and potential enrollees with communication barriers.

4.10.1. **Oral Information:**

- 4.10.1.1. The Contractor shall assure that interpreter services are provided for enrollees and potential enrollees with a primary language other than English for all interactions between the enrollee or potential enrollee and the Contractor or any of its providers including, but not limited to, customer services, all appointments with any provider for any covered service, emergency services, and all steps necessary to file grievances and appeals.

- 4.10.1.2. The Contractor is responsible for payment for interpreter services for plan administrative matters including, but not limited to handling enrollee grievances and appeals.
- 4.10.1.3. DSHS is responsible for payment for interpreter services provided by interpreter agencies contracted with the state for outpatient medical visits and DSHS fair hearings.
- 4.10.1.4. Hospitals are responsible for payment for interpreter services during inpatient stays.
- 4.10.1.5. Public entities, such as Public Health Departments, are responsible for payment for interpreter services provided at their facilities or affiliated sites.
- 4.10.1.6. Interpreter services include the provision of interpreters for enrollees and potential enrollees who are deaf or hearing impaired.
- 4.10.2. **Written Information:**
 - 4.10.2.1. The Contractor shall provide all generally available and client specific written materials in a form which may be understood by each individual enrollee and potential enrollee. The Contractor may meet this requirement by doing one of the following:
 - 4.10.2.1.1. Translating the material into the enrollee's or potential enrollee's primary reading language, including Braille.
 - 4.10.2.1.2. Providing the material on tape in the enrollee's or potential enrollee's primary language.
 - 4.10.2.1.3. Having an interpreter read the material to the enrollee or potential enrollee in the enrollee's primary language.
 - 4.10.2.1.4. Providing the material in another alternative medium or format acceptable to the enrollee or potential enrollee. The Contractor shall document the enrollee's or potential enrollee's acceptance of the alternative.
 - 4.10.2.1.5. Providing the material in English, if the Contractor documents the enrollee's or potential enrollee's preference for receiving material in English.
 - 4.10.2.2. The Contractor shall ensure that all written information provided to enrollees or potential enrollees is comprehensible to its intended audience, designed to provide the greatest degree of

understanding, and is written at the sixth grade reading level.
Generally available, written materials shall be consumer tested.

- 4.11. **Americans with Disabilities Act:** The Contractor shall make reasonable accommodation for enrollees with disabilities, in accord with the Americans with Disabilities Act, for all covered services and shall assure physical and communication barriers shall not inhibit enrollees with disabilities from obtaining covered services.
- 4.12. **Capacity Limits and Order of Acceptance:** The Contractor shall provide care to enrollees up to the capacity limits. The Contractor shall accept enrollees up to the total capacity limit in the service area, and enrollees will be accepted in the order in which they apply. The Contractor shall accept clients who are assigned by DSHS in accord with this agreement, WAC 388-538, and WAC 388-542, except as specifically provided in Section 2.8.

No eligible client shall be refused enrollment or re-enrollment, have his/her enrollment terminated, or be discriminated against in any way because of his/her health status, the existence of a pre-existing physical or mental condition, including pregnancy and/or hospitalization, or the expectation of the need for frequent or high cost care.

4.13. **Provider Network Changes:**

- 4.13.1. The Contractor shall give DSHS a minimum of ninety (90) calendar days prior written notice, in accord with Section 7.5, Notices, of the loss of a material provider. A material provider is one whose loss would impair the Contractor's ability to provide continuity of and access to care for the Contractor's current enrollees and/or the number of enrollees the Contractor has agreed to serve in a service area.
- 4.13.2. The Contractor shall make a good faith effort to notify enrollees affected by any provider termination within fifteen (15) calendar days after receiving or issuing a provider termination notice (42 CFR 438.10(f)(5)). Enrollee notices shall have prior approval of DSHS. If the Contractor fails to notify affected enrollees of a provider termination at least sixty (60) calendar days prior to the effective date of termination, the Contractor shall allow affected enrollees to continue to receive services from the terminating provider, at the enrollees' option, and administer benefits for the lesser of a period ending the last day of the month in which sixty (60) calendar days elapses from the date the Contractor notifies enrollees or the enrollee's effective date of enrollment with another plan.

- 4.14. **Women's Health Care Services:** In the provision of women's health care services, the Contractor shall comply with the provisions of WAC 284-43-250 and 42 CFR 438.206(b)(2).
- 4.15. **Cultural Considerations:** The Contractor shall participate in and cooperate with DSHS' efforts to promote the delivery of services in a culturally competent manner to all enrollees, including those with limited English proficiency and diverse cultural and ethnic backgrounds (42 CFR 438.206(c)(2)).

5. **QUALITY OF CARE**

5.1. **Quality Improvement Program:**

- 5.1.1. The Contractor shall maintain a quality assessment and performance improvement (QAPI) program for the services it furnishes to its enrollees that meets the provisions of 42 CFR 438 Subpart D – Quality Assessment and Performance Improvement; the Medicaid Managed Care Protocols located at www.cms.hhs.gov/medicaid/managedcare/mceqrhmp.asp; and the provisions of this agreement.
- 5.1.2. The Contractor shall, during an annual review or upon request by DSHS or its External Quality Review Organization (EQRO) contractor(s), provide evidence of how external quality review findings, agency audits and contract monitoring activities, enrollee grievances, HEDIS® and CAHPS® results are used to identify and correct problems and to improve care and services to enrollees.
- 5.1.3. The Contractor shall include the following basic elements in its Quality Improvement program (42 CFR 438.240(b)):
- 5.1.3.1. Conduct performance improvement projects described herein.
 - 5.1.3.2. Have in effect mechanisms to detect both underutilization and overutilization of services.
 - 5.1.3.3. Have in effect mechanisms to monitor the penetration level of services provided to individuals with chemical dependency and mental health service needs;
 - 5.1.3.4. Have in effect mechanisms to assess the quality and appropriateness of care furnished to enrollees, including individuals with special health care needs.
 - 5.1.3.5. Have in effect mechanisms to assess the quality and appropriateness of care furnished to enrollees for geriatric, mental

health, chemical dependency and specialty services that are consistent with existing standards published by the respective DSHS divisions, the Washington State Plan and applicable WAC.

- 5.1.3.6. Include appropriate specialty practitioners in the oversight of QAPI.
- 5.1.3.7. Clearly defined QAPI structures, processes and assignments which includes:
 - 5.1.3.7.1. A written description of QAPI;
 - 5.1.3.7.2. An oversight committee;
 - 5.1.3.7.3. A work plan;
 - 5.1.3.7.4. An annual evaluation;
 - 5.1.3.7.5. A designated Mental Health Professional with substantial involvement in the implementation of the mental health care aspects of the QAPI;
 - 5.1.3.7.6. A designated chemical dependency professional with substantial involvement in the implementation of the chemical dependency health care aspects of the QAPI;
 - 5.1.3.7.7. A designated geriatric specialist with substantial involvement in the implementation of the long term care aspects of the QAPI;
 - 5.1.3.7.8. A description of resources needed for the implementation of QAPI.
- 5.2. **Accreditation:** If the Contractor has had an accreditation review or visit by NCQA or another accrediting body, the Contractor shall provide the complete report from that organization to DSHS. If permitted by the accrediting body, the Contractor shall allow a state representative to accompany any accreditation review team during the site visit in an official observer status. The state representative shall be allowed to share information with DSHS, Department of Health (DOH), and Health Care Authority (HCA) as needed to reduce duplicate work for both the Contractor and the state.
- 5.3. **Performance Improvement Projects:**
 - 5.3.1. The Contractor shall conduct Performance Improvement Projects (PIPs) as described in 42 CFR 438.240 and as specified in the CMS

protocol at: www.cms.hhs.gov/medicaid/managedcare/mceqrhmp.asp. The projects must be designed to achieve, through ongoing measurements and intervention, significant improvement, sustained over time, in clinical and non-clinical areas that are expected to have a favorable effect on health outcomes and enrollee satisfaction.

Annually, the Contractor shall:

- 5.3.1.1. Implement a system of interventions to achieve improvement in quality;
- 5.3.1.2. Evaluate the effectiveness of the interventions;
- 5.3.1.3. Plan and initiate activities for increasing or sustaining improvement;
- 5.3.1.4. Report the status and results of each project to DSHS; and
- 5.3.1.5. Complete projects in a reasonable time period as to allow aggregate information on the success of the projects to produce new information on the quality of care every year;
- 5.3.2. The Contractor shall conduct at least three clinical PIPs, in the following areas, dependent upon the most relevant needs of the population:
 - 5.3.2.1. Mental Health consumer involvement in treatment planning ((RCW 71.24(15)(1) (CFR 438.208c(3)(1)));
 - 5.3.2.2. HEDIS;
 - 5.3.2.3. Long-term Care;
 - 5.3.2.4. Chemical Dependency, e.g., identification of problems and access to needed services; and
 - 5.3.2.5. Disease Management.
- 5.3.3. The Contractor shall provide documentation showing the relevance of those PIPs instigated on behalf of improving clinical care.
- 5.3.4. The Contractor shall conduct at least two non-clinical PIPs, in the following areas:
 - 5.3.4.1. Enrollee Satisfaction using CAHPS 3.0H Adults, Getting Needed Care Composite; and

- 5.3.4.2. In an area of service identified as an opportunity and relevant to the WMIP;
- 5.3.5. In addition to the PIPs required under Sections 5.3.1 through 5.3.4., the Contractor shall participate in a yearly statewide quality assessment and performance improvement project or research project designed by DSHS. The study shall be designed to maximize resources and reduce cost to contractors.
- 5.4. **Independent Quality Review Organization (EQRO):** The Contractor shall allow a qualified External Quality Review Organization (EQRO), contracted by DSHS, to perform an annual external independent review as described in 42 CFR 438, Subpart E.
- 5.5. **CAHPS®: PLACEHOLDER FOR CAHPS LANGUAGE, TO BE DETERMINED UPON CONTRACT AWARD.**
- 5.6. **Provider Education:** The Contractor shall maintain a system for keeping participating practitioners and providers informed about:
 - 5.6.1. Covered services for enrollees served under this agreement;
 - 5.6.2. Coordination of care requirements; and
 - 5.6.3. DSHS policies as related to this agreement.
 - 5.6.4. Interpretation of data from the quality improvement program (42 CFR 434.34(d)).
 - 5.6.5. Identification, treatment and referrals for chemical dependency, mental health and long term care needs in the primary care setting.
 - 5.6.6. Practice guidelines (see Section 5.)
- 5.7. **Claims Payment Standards:** The Contractor shall meet the timeliness of payment standards specified for Medicaid fee-for-service in Section 1902(a)(37)(A) of the Social Security Act and specified for health carriers in WAC 284-43-321. To be compliant with both payment standards the Contractor shall pay or deny, and shall require subcontractors to pay or deny, 95% of clean claims within thirty (30) calendar days of receipt, 95% of all claims within sixty (60) of receipt and 99% of clean claims within ninety (90) calendar days of receipt. The Contractor and its providers may agree to a different payment requirement in writing on an individual claim.
- 5.8. **Health Insurance Portability and Accountability Act (HIPAA):** The Contractor and the Contractor's subcontractors shall comply with the

applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified at 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. The Contractor and the Contractor's subcontractors shall fully cooperate with DSHS efforts to implement HIPAA requirements.

5.9. **Practice Guidelines:** The Contractor shall adopt practice guidelines that meet the following requirements (42 CFR 438.6):

- 5.9.1. Are based on valid and reliable clinical evidence or a consensus of health care professionals in the particular field;
- 5.9.2. Consider the needs of enrollees and support client and family involvement in care plans;
- 5.9.3. Are adopted in consultation with contracting health care professionals;
- 5.9.4. Are reviewed and updated periodically as appropriate;
- 5.9.5. Are disseminated to all affected providers and, upon request, to DSHS, enrollees and potential enrollees;
- 5.9.6. Are the basis for and are consistent with decisions for utilization management, enrollee education, coverage of services, and other areas to which the guidelines apply;
- 5.9.7. Use the American Society of Addiction Medicine (ASAM) Guidelines for Chemical Dependency to determine appropriate levels of care for chemically dependent enrollees in accordance with WAC 388-805.

5.10. **Advance Directives:**

- 5.10.1. The Contractor shall maintain written policies and procedures for advance directives that meet the requirements of RCW 71.32, WAC 388-501-0125, 42 CFR 438.6, 42 CFR 438.10, 42 CFR 422.128, and 42 CFR 489 Subpart I. The Contractor's advance directive policies and procedure shall be disseminated to all affected providers, enrollees, DSHS, and, upon request, potential enrollees.
- 5.10.2. The Contractor's written policies respecting the implementation of advance directive rights shall include a clear and precise statement of limitation if the Contractor cannot implement an advance directive as a matter of conscience. At a minimum, this statement must do the following:
 - 5.10.2.1. Clarify any differences between Contractor conscientious objections and those that may be raised by individual physicians.

- 5.10.2.2. Identify the state legal authority permitting such objection.
- 5.10.2.3. Describe the range of medical conditions or procedures affected by the conscience objection.
- 5.10.3. If an enrollee is incapacitated at the time of initial enrollment and is unable to receive information (due to the incapacitating condition or a mental disorder) or articulate whether or not he or she has executed an advance directive, the Contractor may give advance directive information to the enrollee's family or surrogate in the same manner that it issues other materials about policies and procedures to the family of the incapacitated enrollee or to a surrogate or other concerned persons in accord with State law. The Contractor is not relieved of its obligation to provide this information to the enrollee once he or she is no longer incapacitated or unable to receive such information. Follow-up procedures must be in place to ensure that the information is given to the individual directly at the appropriate time.
- 5.10.4. The Contractor's policies and procedures must require, and the Contractor must ensure, that the enrollee's medical record documents, in a prominent part, whether or not the individual has executed an advance directive.
- 5.10.5. The Contractor shall not condition the provision of care or otherwise discriminate against an enrollee based on whether or not the enrollee has executed an advance directive.
- 5.10.6. The Contractor shall ensure compliance with requirements of State and Federal law (whether statutory or recognized by the courts of the State) regarding advance directives.
- 5.10.7. The Contractor shall provide for education of staff concerning its policies and procedures on advance directives.
- 5.10.8. The Contractor shall provide for community education regarding advance directives that may include material required herein, either directly or in concert with other providers or entities. Separate community education materials may be developed and used, at the discretion of the Contractor. The same written materials are not required for all settings, but the material should define what constitutes an advance directive, emphasizing that an advance directive is designed to enhance an incapacitated individual's control over medical treatment, and describe applicable State and Federal law concerning advance directives. The Contractor shall document its community education efforts.

5.10.9. The Contractor is not required to provide care that conflicts with an advance directive; and is not required to implement an advance directive if, as a matter of conscience, the Contractor cannot implement an advance directive and State law allows the Contractor or any subcontractor providing services under this agreement to conscientiously object.

5.10.10. The Contractor shall inform enrollees that they may file a grievance with the Contractor if the enrollee is dissatisfied with the Contractor's advance directive policy and procedure or the Contractor's administration of those policies and procedures. The Contractor shall also inform enrollees that they may file a grievance with DSHS if they believe the Contractor is non-compliant with advance directive requirements.

5.11. **Health Information Systems:** The Contractor shall maintain and shall require subcontractors to maintain a health information system that complies with the requirements of 42 CFR 438.242 and provides the information necessary to meet the Contractor's obligations under this agreement. The Contractor shall have in place mechanisms to verify the health information received from subcontractors. The health information system must:

5.11.1. Collect, analyze, integrate, and report data. The system must provide information on areas including but not limited to, utilization, grievance, and appeals, and disenrollments for other than loss of Medicaid eligibility.

5.11.2. Ensure data received from providers is accurate and complete by:

5.11.2.1. Verifying the accuracy and timeliness of reported data;

5.11.2.2. Screening the data for completeness, logic, and consistency; and

5.11.2.3. Collecting service information on standardized formats to the extent feasible and appropriate.

5.11.3. The Contractor shall make all collected data available to DSHS and The Center for Medicare and Medicaid Services (CMS) upon request.

6. **REPORTING REQUIREMENTS:**

6.1. **Certification Requirements:** Any information and/or data required by this agreement and submitted to DSHS after March 31, 2003 shall be certified by the Contractor as follows (42 CFR 438.600 through 42 CFR 438.606):

- 6.1.1. Source of certification: The information and/or data shall be certified by one of the following:
 - 6.1.1.1. The Contractor's Chief Executive Officer
 - 6.1.1.2. The Contractor's Chief Financial Officer
 - 6.1.1.3. An individual who has delegated authority to sign for, and who reports directly to, the Contractor's Chief Executive Officer or Chief Financial Officer
- 6.1.2. Content of certification: The Contractor's certification shall attest, based on best knowledge, information, and belief, to the accuracy, completeness and truthfulness of the information and/or data.
- 6.1.3. Timing of certification: The Contractor shall submit the certification concurrently with the certified information and/or data.
- 6.2. **HEDIS® Measures:** In accordance with 7.5 Notices, the Contractor shall report to DSHS, the following HEDIS® measures using the current HEDIS® Technical Specifications and official corrections published by NCQA, unless directed otherwise in writing by DSHS.
 - 6.2.1. No later than June 15th of each year, the following HEDIS® measures shall be submitted electronically to DSHS and a second copy shall be submitted to the EQRO designated by DSHS, using the NCQA data submission tool (DST):
 - 6.2.1.1. Breast cancer screening
 - 6.2.1.2. Follow-up after Hospitalization for mental illness
 - 6.2.1.3. Antidepressant medication management
 - 6.2.1.4. Ambulatory Care
 - 6.2.1.5. Cholesterol Management after Acute Cardiovascular Events
 - 6.2.1.6. Inpatient utilization – General Hospital/Acute Care
 - 6.2.2. All measures shall be audited, at Contractor expense, by an NCQA licensed organization in accord with the current HEDIS COMPLIANCE AUDIT™ standards, policies and procedures. The signed and certified audit report shall be submitted to DSHS no later than July 15th of each year. A second copy shall be submitted to the EQRO designated by DSHS.

- 6.2.2.1. If the Contractor has current NCQA accreditation, including Medicaid, a full audit, as defined by NCQA, is allowed.
 - 6.2.2.2. If the Contractor does not have current NCQA accreditation, including Medicaid, a partial audit, as defined by NCQA, must be conducted.
 - 6.2.3. The Contractor may rotate HEDIS® measures only with the advance written permission of DSHS. The Contractor may request permission to rotate measures by making a written request to the DSHS contact named in the Notices section of this agreement.
- 6.3. **Encounter Data:**
- 6.3.1. Encounter data includes all services delivered to enrollees. DSHS collects and uses this data for many reasons such as: federal reporting; rate setting and risk adjustment; managed care quality improvement program, utilization patterns and access to care; DSHS hospital rate setting; and research studies. The Contractor shall comply with the Encounter Data Guide for Managed Care Organizations published by DSHS.
 - 6.3.2. DSHS may change the Encounter Data Guide for Managed Care Organizations with one hundred and fifty (150) calendar days written notice to the Contractor. The Encounter Data Guide for Managed Care Organizations may be changed with less than one hundred and fifty (150) calendar days notice by mutual agreement of the Contractor and DSHS. The Contractor shall, upon receipt of such notice from DSHS, provide notice of changes to subcontractors.
 - 6.3.3. All Encounter Data for enrollees receiving chemical dependency assessment and treatment services shall be recorded in the Division of Alcohol and Substance Abuse's TARGET system.
- 6.4. **Integrated Provider Network Database (IPND):** The Contractor shall report their complete provider network, to include all current contracted providers, monthly to DSHS through the designated data management contact in accord with the Provider Network Reporting Requirements published by DSHS at <http://maa.dshs.wa.gov/healthyoptions/IPND>.
- 6.5. **FQHC/RHC Report:** The Contractor shall provide DSHS with information related to subcontracted federally-qualified health centers (FQHC) and rural health clinics (RHC), as required by the DSHS WMIP Licensed Health Carrier Billing Instructions, published by DSHS.

- 6.6. **Enrollee Mortality:** The Contractor shall maintain a record of known enrollee deaths, including the enrollee's name, date of birth, age at death, location of death, and cause(s) of death. This information shall be available to DSHS upon request. The Contractor shall assist DSHS in efforts to evaluate and improve the availability and utility of selected mortality information for quality improvement purposes.
- 6.7. **Actions, Grievances and Appeals:** The Contractor shall maintain a record of all actions, grievances and appeals, including actions, grievances and appeals handled by a delegated entity, and independent review of adverse decisions by an independent review organization. The Contractor shall provide a report of complete actions, grievances and appeals to DSHS biannually for the prior six months. The report for the six months ending March 31st is due no later than June 1st and the report for the six months ending September 30th is due no later than November 1st. The Contractor is responsible for maintenance of records for and reporting of any grievance, actions and appeals handled by delegated entities. Delegated actions, grievances and appeals are to be integrated into the Contractor's report. Data shall be reported in the DSHS and Contractor agreed upon format. The report medium shall be specified by DSHS. Reporting of actions shall include all denials or limited authorization of a requested service, including the type or level of service, and the reduction, suspension, or termination of a previously authorized service but will not include denials of payment to providers. Reporting of grievances shall include all expressions of enrollee dissatisfaction not related to an action. The records shall be sorted using the sort keys identified and shall include, at a minimum:
- 6.7.1. Name of Program: WMIP (Primary Sort Key)
 - 6.7.2. Name of the delegated entity, if any
 - 6.7.3. Enrollee Identifier (three separate fields):
 - 6.7.3.1. Patient Identification Code (PIC) (preferred) or
 - 6.7.3.2. Enrollee Name and Enrollee Birthday: If PIC not reported
 - 6.7.4. Name of Practitioner (Optional)
 - 6.7.5. Type of Practitioner (Optional)
 - 6.7.6. Type (Secondary Sort Key):
 - 6.7.6.1. Action
 - 6.7.6.2. Grievance

- 6.7.6.3. Appeal - First Level
- 6.7.6.4. Appeal - Second Level
- 6.7.6.5. IRO
- 6.7.7. Expedited: Yes or No
- 6.7.8. Grievance, Appeal or IRO Issue
- 6.7.9. Category of Action or Grievance
- 6.7.10. Action Reason
- 6.7.11. Resolution of Grievance, Appeal or IRO
- 6.7.12. Action Date
- 6.7.13. Receipt Date of Grievance, Appeal or IRO
- 6.7.14. Date of Resolution of Grievance, Appeal, or IRO
- 6.7.15. Date written notification of Action or Grievance, Appeal or IRO outcome sent to enrollee and practitioner
- 6.8. **Drug Formulary Review and Approval:** The Contractor shall submit its drug formulary, for use with enrollees covered under the terms of this agreement, to DSHS for review and approval by January 31st of each year of this agreement.
- 6.9. **Fraud and Abuse:** The Contractor shall report in writing all verified cases of fraud and abuse, including fraud and abuse by the Contractor's employees and subcontractors, within seven (7) calendar days to DSHS according to Section 7.5, Notices. The report shall include the following information:
 - 6.9.1. Subject(s) of complaint by name and either provider/subcontractor type or employee position.
 - 6.9.2. Source of complaint by name and provider/subcontractor type or employee position, if applicable.
 - 6.9.3. Nature of complaint.
 - 6.9.4. Estimate of the amount of funds involved.

6.9.5. Legal and administrative disposition of case.

6.10. **Five Percent Equity:** The Contractor shall provide the DSHS, Contract Manager assigned to the Contractor a list of persons with a beneficial ownership of more than 5% of the Contractor's equity no later than February 28th of each year of this agreement.

7. GENERAL TERMS AND CONDITIONS

7.1. **Complete Agreement:** This agreement incorporates Exhibits to this agreement and the DSHS billing instructions applicable to the Contractor. All terms and conditions of this agreement are stated in this agreement and its incorporations. No other agreements, oral or written, are binding.

7.2. **Modification:** This agreement may only be modified by mutual consent of the parties. All modifications shall be set forth in contract amendments issued by DSHS.

7.3. **Waiver:** The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision, and will not be construed to be a modification of the terms and conditions of the agreement unless incorporated into the agreement with an amendment.

7.4. **Limitation of Authority:** No alteration, modification, or waiver of any clause or condition of the agreement is binding unless made in writing and signed by a DSHS Contracting Officer in the Office of Legal Affairs, Central Contract Services.

7.5. **Notices:** Whenever one party is required to give notice to the other under this agreement, it shall be deemed given if mailed by United States Postal Service, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

In the case of notice to the Contractor, notice will be sent to the point of contact submitted to DSHS on the Contractor Intake Form

In the case of notice to DSHS:

Alice Lind, Section Manager (or her successor)
Care Coordination Unit
Division of Program Support
Medical Assistance Administration
Department of Social and Health Services
P.O. Box 45530
Olympia, WA 98504-5530

Said notice shall become effective on the date delivered as evidenced by the return receipt or the date returned to the sender for non-delivery other than

for insufficient postage. Either party may at any time change its address for notification purposes by mailing as aforesaid a notice stating the change and setting forth the new address, which shall be effective on the tenth day following the effective date of such notice unless a later date is specified.

- 7.6. **Force Majeure:** If the Contractor is prevented from performing any of its obligations hereunder in whole or in part as a result of a major epidemic, act of God, war, civil disturbance, court order, or any other cause beyond its control, such nonperformance shall not be a ground for termination for default. Immediately upon the occurrence of any such event, the Contractor shall commence to use its best efforts to provide, directly or indirectly, alternate and, to the extent practicable, comparable performance. Nothing in this clause shall be construed to prevent DSHS from terminating this agreement for reasons other than for default during the period of events set forth above, or for default, if such default occurred prior to such event.

7.7. **Sanctions:**

- 7.7.1. DSHS will notify the Contractor in writing of the basis and nature of the any sanctions and, if applicable, provide a reasonable deadline for curing the cause for the sanction before imposing sanctions. The Contractor may request a dispute resolution, as described in Section 7.23, Disputes, if the Contractor disagrees with DSHS' position.
- 7.7.2. When the Contractor fails to meet its obligations under the terms of this agreement, DSHS may impose sanctions by withholding up to five percent of payments to the Contractor rather than terminating the agreement.

DSHS may withhold payment from the end the cure period until the default is cured or any resulting dispute is resolved in the Contractor's favor.

- 7.7.3. DSHS, CMS or the Office of the Inspector General (OIG) may impose intermediate sanctions, in accord with 42 CFR 438.700, 42 CFR 438.702, 42 CFR 438.704, 45 CFR 92.36(i)(1), 42 CFR 422.208 and 42 CFR 422.210, against the Contractor for:
- 7.7.3.1. Failing to provide medically necessary services that the Contractor is required to provide, under law or under this agreement, to an enrollee covered under this agreement.
- 7.7.3.2. Imposing on enrollees premiums or charges that are in excess of the premiums or charges permitted under law or under this agreement.

- 7.7.3.3. Acting to discriminate among enrollees on the basis of their health status or need for health care services. This includes termination of enrollment or refusal to reenroll a recipient, except as permitted under law or under this agreement, or any practice that would reasonably be expected to discourage enrollment by recipients whose medical condition or history indicates probable need for substantial future medical services.
- 7.7.3.4. Misrepresenting or falsifying information that it furnishes to CMS or to the State.
- 7.7.3.5. Misrepresenting or falsifying information that it furnishes to an enrollee, potential enrollee, or health care provider.
- 7.7.3.6. Failing to comply with the requirements for physician incentive plans.
- 7.7.3.7. Distributing directly or indirectly through any agent or independent contractor, marketing materials that have not been approved by the State or that contain false or materially misleading information.
- 7.7.3.8. Violating any of the other requirements of Sections 1903(m) or 1932 of the Social Security Act, and any implementing regulations.
- 7.7.3.9. Intermediate sanctions may include:
 - 7.7.3.9.1. Civil monetary penalties in the following amounts:
 - 7.7.3.9.1.1. A maximum of \$25,000 for each determination of failure to provide services; misrepresentation or false statements to enrollees, potential enrollees or healthcare providers; failure to comply with physician incentive plan requirements; or marketing violations.
 - 7.7.3.9.1.2. A maximum of \$100,000 for each determination of discrimination; or misrepresentation or false statements to CMS or the State.
 - 7.7.3.9.1.3. A maximum of \$15,000 for each potential enrollee DSHS determines was not enrolled because of a discriminatory practice subject to the \$100,000 overall limit.
 - 7.7.3.9.1.4. A maximum of \$25,000 or double the amount of the charges, whichever is greater, for charges to enrollees that are not allowed under WMIP. DSHS will deduct from

the penalty the amount charged and return it to the enrollee.

- 7.7.3.9.2. Appointment of temporary management for the Contractor as provided in 42 CFR 438.706. DSHS will only impose temporary management if it finds that the Contractor has repeatedly failed to meet substantive requirements in Sections 1903(m) or 1932 of the Social Security Act. Either DSHS or the Contractor may terminate this agreement, as otherwise provided herein, prior to and as an alternative to appointment of temporary management.
- 7.7.3.9.3. Suspension of all new enrollments, including default enrollment, after the effective date of the sanction.
- 7.7.3.9.4. Suspension of payment for enrollees enrolled after the effective date of the sanction and until CMS or DSHS is satisfied that the reason for imposition of the sanction no longer exists and is not likely to recur.
- 7.8. **Assignment of this Agreement:** This agreement, including the rights, benefits, and duties herein, shall be binding on the parties and their successors and assignees but shall not be assignable by either party without the express written consent of the other. Nor shall any claim, pertinent to this agreement, against one of the parties be assignable without the express written consent of the other.
- 7.9. **Headings Not Controlling:** The headings and the index used herein are for reference and convenience only, and shall not enter into the interpretation thereof, or describe the scope or intent of any provisions or sections of this agreement.
- 7.10. **Order of Precedence:** In the interpretation of this agreement and incorporated documents, the various terms and conditions shall be construed as much as possible to be complementary. In the event that such interpretation is not possible the following order of precedence shall apply:
 - 7.10.1. Federal statutes and regulations concerning the operation of Health Maintenance Organizations and the provisions of Title XIX of the federal Social Security Act.
 - 7.10.2. State of Washington statutes and regulations concerning the operation of the DSHS' programs participating in this contract, including but not limited to WAC 388-538 (Managed Care), 388-865 (Mental Health), and 388-805 (DASA).

- 7.10.3. State of Washington statutes and regulations concerning the operation of Health Maintenance Organizations and Health Care Service Contractors.
- 7.10.4. The terms and conditions of this agreement.
- 7.11. **Proprietary Rights:** DSHS recognizes that nothing in this agreement shall give DSHS rights to the systems developed or acquired by the Contractor during the performance of this agreement. The Contractor recognizes that nothing in this agreement shall give the Contractor rights to the systems developed or acquired by DSHS during the performance of this agreement.
- 7.12. **Covenant Against Contingent Fees:** The Contractor promises that no person or agency has been employed or retained on a contingent fee for the purpose of seeking or obtaining this agreement. This does not apply to legitimate employees or an established commercial or selling agency maintained by the Contractor for the purpose of securing business. In the event of breach of this clause by the Contractor DSHS may at its discretion: a) annul the agreement without any liability; or b) deduct from the agreement price or consideration or otherwise recover the full amount of any such contingent fee.
- 7.13. **Enrollees' Right to Obtain a Conversion Agreement:** The Contractor shall offer a conversion agreement to all enrollees whose enrollment is terminated due to loss of eligibility for Medical Assistance in accord with RCW 48.46.450.
- 7.14. **Records Maintenance and Retention:**
- 7.14.1. **Maintenance:** The Contractor and its subcontractors shall maintain financial, medical and other records pertinent to this agreement. All financial records shall follow generally accepted accounting principles. Medical records and supporting management systems shall include all pertinent information related to the medical management of each enrollee. Other records shall be maintained as necessary to clearly reflect all actions taken by the Contractor related to this agreement.
- 7.14.2. **Retention:** All records and reports relating to this agreement shall be retained by the Contractor and its subcontractors for a minimum of seven (7) years after final payment is made under this agreement or, in the event that this agreement is renewed, seven (7) years after the renewal date. However, when an audit, litigation, or other action involving records is initiated prior to the end of said period, records shall be maintained for a minimum of seven (7) years following resolution of such action.

7.15. Access to Facilities and Records: The Contractor and its subcontractors shall cooperate with medical and financial audits performed by duly authorized representatives of DSHS, the state of Washington Auditor's Office, DHHS, and federal auditors from the United States government General Accounting Office and the Office of Management and Budget. With reasonable notice, generally thirty (30) calendar days, the Contractor and its subcontractors shall provide access to its facilities and the financial and medical records pertinent to this agreement to monitor and evaluate performance under this agreement, including, but not limited to, the quality, cost, use and timeliness of services (42 CFR 434.52), and assessment of the Contractor's capacity to bear the potential financial losses (42 CFR 434.58). The Contractor and its subcontractors shall provide immediate access to facilities and records pertinent to this agreement for Medicaid fraud investigators.

7.16. Solvency:

7.16.1. The Contractor shall have a Certificate of Registration as either a Health Maintenance Organization or a Health Care Service Contractor from the Office of the Insurance Commissioner (OIC). The Contractor shall comply with the solvency provisions of RCW 48.44 or RCW 48.46, as amended.

7.16.2. The Contractor shall notify DSHS immediately upon being notified by OIC that they are to report financial information quarterly or monthly and provide DSHS with the same information provided to OIC in response to any OIC request. The Contractor shall deliver all required information and notices to DSHS at the address listed in 7.5 Notices. The Contractor agrees that DSHS may at anytime access any information related to the Contractor's financial condition, or compliance with OIC requirements, from OIC and consult with OIC concerning such information.

7.16.3. The Contractor shall provide DSHS with the Contractor's audited financial statements as soon as they become available to the Contractor. Financial statements shall be delivered to the address list in 7.5 Notices.

7.16.4. If the Contractor becomes insolvent during the term of this agreement:

7.16.4.1. The state of Washington and enrollees shall not be in any manner liable for the debts and obligations of the Contractor.

7.16.4.2. In accord with Section 10.14 Prohibition on Enrollee Charges for Covered Services, under no circumstances shall the Contractor, or

any providers used to deliver services covered under the terms of this agreement, charge enrollees for covered services.

7.16.4.3. The Contractor shall, in accord with RCW 48.44.055 or RCW 48.46.245, provide for the continuity of care for enrollees.

7.17. **Compliance with All Applicable Laws and Regulations:** In the provision of services under this agreement, the Contractor and its subcontractors shall comply with all applicable federal and state statutes and regulations, and all amendments thereto, that are in effect when the agreement is signed or that come into effect during the term of the agreement (42 CFR 438.100(d). This includes, but is not limited to:

7.17.1. Title XIX and Title XXI of the Social Security Act.

7.17.2. Title VI of the Civil Rights Act of 1964.

7.17.3. Title IX of the Education Amendments of 1972, regarding any education programs and activities.

7.17.4. The Age Discrimination Act of 1975.

7.17.5. The Rehabilitation Act of 1973

7.17.6. The Americans with Disabilities Act.

7.17.7. All applicable OIC statutes and regulations.

7.17.8. All local, state, and federal professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this agreement, including but not limited to:

7.17.8.1. All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to DSHS, DHHS, and the EPA.

7.17.8.2. Any applicable mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan, issued in compliance with the federal Energy Policy and Conservation Act.

- 7.17.8.3. Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA).
- 7.17.8.4. Those specified in Title 18 for professional licensing.
- 7.17.9. Liability insurance requirements.
- 7.17.10. Reporting of abuse as required by RCW 26.44.030.
- 7.17.11. Industrial insurance coverage as required by Title 51 RCW.
- 7.17.12. Any other requirements associated with the receipt of federal funds.
- 7.17.13. Federal Drug and Alcohol Confidentiality Laws in 42 CFR Part 2.
- 7.18. **Nondiscrimination:** The Contractor shall comply with all federal and state nondiscrimination laws and regulations.
- 7.19. **Review of Client Information:** DSHS agrees to provide the Contractor with written client information, which DSHS intends to distribute to all or a class of clients.
- 7.20. **Contractor Not Employees of DSHS:** The Contractor acknowledges and certifies that its directors, officers, partners, employees, and agents are not officers, employees, or agents of DSHS or the state of Washington. The Contractor shall not hold itself out as or claim to be an officer, employee, or agent of DSHS or the state of Washington by reason of this agreement. The Contractor shall not claim any rights, privileges, or benefits that would accrue to a civil service employee under RCW 41.06.
- 7.21. **DSHS Not Guarantor:** The Contractor acknowledges and certifies that neither DSHS nor the state of Washington are guarantors of any obligations or debts of the Contractor.
- 7.22. **Mutual Indemnification and Hold Harmless:** The parties shall be responsible for and shall indemnify and hold each other harmless from all claims and/or damages to persons and/or property resulting from its negligent acts and omissions. The Contractor shall indemnify and hold harmless DSHS from any claims by non-participating providers related to the provision to enrollees of covered services under this agreement.
- 7.23. **Disputes:** When a dispute arises over an issue concerning the terms of the agreement, the parties agree to the following process to address the dispute:

- 7.23.1. The Contractor and DSHS shall attempt to resolve the dispute through informal means between the Contractor and the DSHS, MAA, Division of Program Support, Contract Manager assigned to the Contractor.
- 7.23.2. If the Contractor is not satisfied with the outcome of the resolution with the Contract Manager, the Contractor may submit the disputed issue, in writing, for review, within ten (10) working days of the outcome, to:

MaryAnne Lindeblad, Director (or her successor)
Division of Program Support
Medical Assistance Administration
Department of Social and Health Services
P.O. Box 45530
Olympia, WA 98504-5530

The Director may request additional information from the Contract Manager and/or the Contractor. The Director shall issue a written review decision to the Contractor within thirty (30) calendar days of receipt of all information relevant to the issue. The review decision will be provided to the Contractor according to Section 7.5.

- 7.23.3. When the Contractor disagrees with the review decision of the Director, the Contractor may request independent mediation of the dispute. The request for mediation must be submitted to the Director, in writing, within ten (10) working days of the Contractor's receipt of the Director's review decision. The Contractor and DSHS shall mutually agree on the selection of the independent mediator and shall bear all costs associated with mediation equally. The results of mediation shall not be binding on either party.
- 7.23.4. Both parties agree to make their best efforts to resolve disputes arising from this agreement and agree that the dispute resolution process described herein shall precede any court action. This dispute resolution process is the sole administrative remedy available under this agreement.
- 7.24. **Governing Law and Venue:** The laws of the state of Washington shall govern this agreement. In the event of a lawsuit involving this agreement, venue shall be proper only in Thurston County, Washington. By execution of this agreement, the Contractor acknowledges the jurisdiction of the courts of the state of Washington regarding this matter.
- 7.25. **Severability:** If any provision of this agreement, including any provision of any document incorporated by reference, shall be held invalid, that invalidity shall not affect the other provisions of the agreement. To that end, the provisions of this agreement are declared to be severable.

7.26. Excluded Persons:

- 7.26.1. The Contractor may not knowingly have a director, officer, partner, or person with a beneficial ownership of more than 5% of the Contractor's equity, or have an employee, consultant or contractor who is significant or material to the provision of services under this agreement, who has been, or is affiliated with someone who has been, debarred, suspended, or otherwise excluded by any federal agency (SSA 1932(d)(1)). A list of excluded parties is available on the following Internet website: www.arnet.gov/eplis.
- 7.26.2. By entering into this agreement, the Contractor certifies that it does not knowingly have anyone who is an excluded person, or is affiliated with an excluded person, as a director, officer, partner, employee, contractor, or person with a beneficial ownership of more than 5% of its equity. The Contractor is required to notify DSHS when circumstances change that affect such certification.
- 7.26.3. The Contractor is not required to consult the excluded parties list, but may instead rely on certifications from directors, officers, partners, employees, contractors, or persons with beneficial ownership of more than 5% of the Contractor's equity, that they are not debarred or excluded from a federal program.

7.27. Fraud and Abuse Requirements - Policies and Procedures:

- 7.27.1. The Contractor shall have administrative and management arrangements or procedures, and a mandatory compliance plan, that are designed to guard against fraud and abuse (42 CFR 438.608(a)).
- 7.27.2. The Contractor's arrangements or procedures shall include the following (42 CFR 438.608(b)(1)):
 - 7.27.2.1. Written policies, procedures, and standards of conduct that articulates the Contractor's commitment to comply with all applicable Federal and State standards.
 - 7.27.2.2. The designation of a compliance officer and a compliance committee that are accountable to senior management.
 - 7.27.2.3. Effective training for the compliance officer and the Contractor's employees.
 - 7.27.2.4. Effective lines of communication between the compliance officer and the Contractor's staff.

- 7.27.2.5. Enforcement of standards through well-publicized disciplinary guidelines.
- 7.27.2.6. Provision for internal monitoring and auditing.
- 7.27.2.7. Provision for prompt response to detected offenses, and for development of corrective action initiatives.
- 7.27.3. The Contractor shall submit a written copy of its administrative and management arrangements or procedures and mandatory compliance plan regarding fraud and abuse to DSHS for approval, according to Section 7.5, Notices, by March 31st each year of this agreement. DSHS shall respond with approval or denial with required modifications within thirty (30) calendar days of receipt. The Contractor shall have thirty (30) calendar days to resubmit the policies and procedures.
- 7.27.4. The Contractor may request a copy of the guidelines that DSHS will use in evaluating the Contractor's written administrative and management arrangements or procedures and mandatory compliance plan regarding fraud and abuse, and may request technical assistance in preparing the written administrative and management arrangements or procedures and mandatory compliance plan regarding fraud and abuse, by contacting the DSHS, MAA, Division of Program Support Contract Manager assigned to the Contractor.
- 7.28. **Insurance:** The Contractor shall at all times comply with the following insurance requirements.
 - 7.28.1. Commercial General Liability Insurance (CGL): The Contractor shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The state of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds expressly for, and limited to, Contractor's services provided under this contract.
 - 7.28.2. Professional Liability Insurance (PL): If the Contractor provides professional services, either directly or indirectly, the Contractor shall maintain Professional Liability Insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000.

- 7.28.3. Worker's Compensation: The Contractor shall comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws and regulations. The state of Washington and DSHS shall not be held responsible as an employer for claims filed by the Contractor or its employees under such laws and regulations.
- 7.28.4. Employees and Volunteers: Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.
- 7.28.5. Subcontractors: The Contractor shall ensure that all subcontractors have and maintain insurance appropriate to the services to be performed. The Contractor shall make available copies of Certificates of Insurance for subcontractors, to DSHS if requested.
- 7.28.6. Separation of Insureds: All insurance Commercial General Liability policies shall contain a "separation of insureds" provision.
- 7.28.7. Insurers: The Contractor shall obtain insurance from insurance companies authorized to do business within the state of Washington, with a "Best's Reports" rating of A-, Class VII or better. Any exception must be approved by the DSHS. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a rating lower than A-, Class VII.
- 7.28.8. Evidence of Coverage: The Contractor shall submit Certificates of Insurance to DSHS for each coverage required of the Contractor under the Contract no later than January 15, 2003 DSHS in accord with the Notices section of this agreement. Each Certificate of Insurance shall be executed by a duly authorized representative of each insurer.
- 7.28.9. Material Changes: The Contractor shall give DSHS, in accord with the Notices section of this agreement, 45 days advance notice of cancellation or non-renewal of any insurance in the Certificate of Coverage. If cancellation is due to non-payment of premium, the Contractor shall give DSHS 10 days advance notice of cancellation.
- 7.28.10. General: By requiring insurance, the state of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the

required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

- 7.28.11. Contractor may waive the requirements contained in 7.28.1, 7.28.2, 7.28.7, and 7.28.8, if self-insured. In the event the Contractor is self insured, the Contractor must send to DSHS by January 15, 2004, a signed written document, which certifies that the contractor is self insured, carries coverage adequate to meet the requirements of section 7.28, will treat DSHS as an additional insured, expressly for, and limited to, the Contractor's services provided under this Contract, and provides a point of contact for DSHS.

8. SUBCONTRACTS

- 8.1. **Contractor Remains Legally Responsible:** Subcontracts, as defined herein, may be used by the Contractor for the provision of any service under this agreement. However, no subcontract shall terminate the Contractor's legal responsibility to DSHS for any work performed under this agreement (42 CFR 434.6 (c)).
- 8.2. **Solvency Requirements for Subcontractors:** For any subcontractor at financial risk, as described in Section 8.8.3. Substantial Financial Risk, or 1.33. Risk, the Contractor shall establish, enforce and monitor solvency requirements that provide assurance of the subcontractor's ability to meet its obligations.
- 8.3. **Required Provisions:** Subcontracts shall be in writing, consistent with the provisions of 42 CFR 434.6. All subcontracts shall contain the following provisions:
- 8.3.1. Identification of the parties of the subcontract and their legal basis for operation in the state of Washington.
- 8.3.2. Procedures and specific criteria for terminating the subcontract.
- 8.3.3. Identification of the services to be performed by the subcontractor and which of those services may be subcontracted by the subcontractor.
- 8.3.4. Reimbursement rates and procedures for services provided under the subcontract.
- 8.3.5. Release to the Contractor of any information necessary to perform any of its obligations under this agreement.

- 8.3.6. Reasonable access to facilities and financial and medical records for duly authorized representatives of DSHS or DHHS for audit purposes and immediate access for Medicaid fraud investigators.
- 8.3.7. The requirement to completely and accurately report encounter data to the Contractor. Contractor shall ensure that all subcontractors required to report encounter data have the capacity to comply with the Encounter Data Submission Requirements.
- 8.3.8. The requirement to comply with the Contractor's DSHS approved fraud and abuse policies and procedures.
- 8.3.9. No assignment of the subcontract shall take effect without the DSHS' written agreement.
- 8.3.10. The subcontractor shall comply with the applicable state and federal rules and regulations as set forth in this agreement, including the applicable requirements of 42 CFR 438.6.
- 8.3.11. Subcontracts shall set forth and require the subcontractor to comply with any term or condition of this agreement that is applicable to the services to be performed under the subcontract.
- 8.3.12. The Contractor shall provide the following information regarding the grievance system to all subcontractors (42 CFR 438.414 and 42 CFR 438.10(g)(1)):
 - 8.3.12.1. The enrollee's right to a fair hearing, how to obtain a hearing, and representation rules at a hearing.
 - 8.3.12.2. The enrollee's right to file grievances and appeals and their requirements and timeframes for filing.
 - 8.3.12.3. The availability of assistance in filing.
 - 8.3.12.4. The toll-free numbers to file oral grievances and appeals.
 - 8.3.12.5. The enrollee's right to request continuation of benefits during an appeal or fair hearing and, if the Contractor's action is upheld, the enrollee's responsibility to pay for the continued benefits.
- 8.4. **Health Care Provider Subcontracts**, including those for facilities, shall also contain the following provisions:

- 8.4.1. A quality improvement system tailored to the nature and type of services subcontracted, which affords quality control for the health care provided, including but not limited to the accessibility of medically necessary health care, and which provides for a free exchange of information with the Contractor to assist the Contractor in complying with the requirements of this agreement.
- 8.4.2. A means to keep records necessary to adequately document services provided to enrollees for all delegated activities including Quality Improvement, Utilization Management, Member Rights and Responsibilities, and Credentialing and Recredentialing.
 - 8.4.2.1. Delegated activities are documented and agreed upon between Contractor and subcontractor. The document must include:
 - 8.4.2.1.1. Assigned responsibilities;
 - 8.4.2.1.2. Delegated activities;
 - 8.4.2.1.3. A mechanism for evaluation
 - 8.4.2.1.4. Corrective action policy
- 8.4.3. Information about enrollees, including their medical records, shall be kept confidential in a manner consistent with state and federal laws and regulations.
- 8.4.4. The subcontractor accepts payment from the Contractor as payment in full and shall not request payment from DSHS or any enrollee for covered services performed under the subcontract.
- 8.4.5. The subcontractor agrees to hold harmless DSHS and its employees, and all enrollees served under the terms of this agreement in the event of non-payment by the Contractor. The subcontractor further agrees to indemnify and hold harmless DSHS and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against DSHS or its employees through the intentional misconduct, negligence, or omission of the subcontractor, its agents, officers, employees or contractors.
- 8.4.6. If the subcontract includes physician services, provisions for compliance with the PCP requirements stated in this agreement.
- 8.4.7. A ninety (90) day termination notice provision.

- 8.4.8. A specific termination provision for termination with short notice when a provider is excluded from participation in the Medicaid program.
 - 8.4.9. The subcontractor agrees to comply with the appointment wait time standards of this agreement. The subcontract must provide for regular monitoring of timely access and corrective action if the subcontractor fails to comply with the appointment wait time standards (42 CFR 438.206(c)(1)).
 - 8.4.10. A provision for ongoing monitoring and periodic formal review that is consistent with industry standards and OIC regulations. Formal review must be completed no less than once every three years and must identify deficiencies or areas for improvement and provide for corrective action (42 CFR 438.230(b)).
- 8.5. **Health Care Provider Subcontracts Delegating Administrative Functions:** Subcontracts that delegate administrative functions under the terms of this agreement shall include the following additional provisions:
- 8.5.1. For those subcontractors at financial risk, that the subcontractor shall maintain the Contractor's solvency requirements throughout the term of the agreement.
 - 8.5.2. Clear descriptions of any administrative functions delegated by the Contractor in the subcontract, including but not limited to utilization/ medical management, claims processing, enrollee grievances and appeals, and the provision of data or information necessary to fulfill any of the Contractor's obligations under this agreement.
 - 8.5.3. How frequently and by what means the Contractor will monitor compliance with solvency requirements and requirements related to any administrative function delegated in the subcontract.
 - 8.5.4. Whether referrals for enrollees will be restricted to providers affiliated with the group and, if so, a description of those restrictions.
- A non-discrimination process;
- A process to ensure credentialing and recredentialing confidentiality; and
- A process for credentialing and recredentialing decisions.
- 8.5.5.
- 8.6. **Excluded Providers:**

- 8.6.1. Pursuant to Section 1128 of the Social Security Act, the Contractor may not subcontract with an individual practitioner or provider, or an entity with an officer, director, agent, or manager, or an individual who owns or has a controlling interest in the entity, who has been: convicted of crimes as specified in Section 1128 of the Social Security Act, excluded from participation in the Medicare and Medicaid program, assessed a civil penalty under the provisions of Section 1128, has a contractual relationship with an entity convicted of a crime specified in Section 1128, or is a person described in Section 7.26 of this agreement, Excluded Persons.
- 8.6.2. In addition, if DSHS terminates a subcontractor from participation in the any DSHS program, the Contractor shall exclude the subcontractor from participation in WMIP. The Contractor shall terminate subcontracts of excluded providers immediately when the Contractor becomes aware of such exclusion or when the Contractor receives notice from DSHS, whichever is earlier.
- 8.7. **Home Health Providers:** If the pending Medicaid home health agency surety bond requirement (Section 4708(d) of the Balanced Budget Act of 1997) becomes effective before or during the term of this agreement, beginning on the effective date of the requirement the Contractor may not subcontract with a home health agency unless the state has obtained a surety bond from the home health agency in the amount required by federal law. The Department will provide a current list of bonded home health agencies upon request to the Contractor.
- 8.8. **Physician Incentive Plans:** Physician incentive plans, as defined herein, are subject to the conditions set forth in this section in accord with federal regulations (42 CFR 422.208 and 42 CFR 422.210).
 - 8.8.1. **Prohibited Payments:** The Contractor shall make no payment to a physician or physician group, directly or indirectly, under a physician incentive plan as an inducement to reduce or limit medically necessary services provided to an individual enrollee.
 - 8.8.2. **Disclosure Requirements:** Risk sharing arrangements in subcontracts with physicians or physician groups are subject to review and approval by DSHS. The Contractor shall provide the following information about its physician incentive plan, and the physician incentive plans of all its subcontractors in any tier, to the Department annually upon request:
 - 8.8.2.1. Whether the incentive plan includes referral services.
 - 8.8.2.2. If the incentive plan includes referral services:

- 8.8.2.2.1. The type of incentive plan (e.g. withhold, bonus, capitation)
 - 8.8.2.2.2. For incentive plans involving withholds or bonuses, the percent that is withheld or paid as a bonus.
 - 8.8.2.2.3. Proof that stop-loss protection meets the requirements of 8.8.4.1., including the amount and type of stop-loss protection.
 - 8.8.2.2.4. The panel size and, if commercial members and enrollees are pooled, a description of the groups pooled and the risk terms of each group. Medicaid, Medicare, and commercial members in a physician's or physician group's panel may be pooled provided the terms of risk for the pooled enrollees and commercial members are comparable, and the incentive payments are not calculated separately for pooled enrollees. Commercial members include military and Basic Health Plan members.
- 8.8.3. **Substantial Financial Risk:** A physician or physician group as defined herein, is at substantial financial risk when more than 25% of the total maximum potential payments to the physician or physician group depend on the use of referral services. When the panel size is fewer than 25,000 members arrangements that cause substantial financial risk include, but are not limited to, the following:
- 8.8.3.1. Withholds greater than 25% of total potential payments
 - 8.8.3.2. Withholds less than 25% of total potential payments but the physician or physician group is potentially liable for more than 25% of total potential payments.
 - 8.8.3.3. Bonuses greater than 33% of total potential payments, less the bonus.
 - 8.8.3.4. Withholds plus bonuses if the withholds plus bonuses equal more than 25% of total potential payments.
 - 8.8.3.5. Capitation arrangements if the difference between the minimum and maximum possible payments is more than 25% of the maximum possible payments, or the minimum and maximum possible payments are not clearly explained in the contract.
- 8.8.4. **Requirements if a Physician or Physician Group is at Substantial Financial Risk:** If the Contractor, or any subcontractor (e.g. IPA,

PHO), places a physician or physician group at substantial financial risk, the Contractor shall assure that all physicians and physician groups have either aggregate or per member stop-loss protection for services not directly provided by the physician or physician group.

- 8.8.4.1. If aggregate stop-loss protection is provided, it must cover 90% of the costs of referral services that exceed 25% of maximum potential payments under the subcontract.
- 8.8.4.2. If stop-loss protection is based on a per-member limit, it must cover 90% of the cost of referral services that exceed the limit as indicated below based on panel size, and whether stop-loss is provided separately for professional and institutional services or is combined for the two.
 - 8.8.4.2.1. 1,000 members or fewer, the threshold is \$3,000 for professional services and \$10,000 for institutional services, or \$6,000 for combined services.
 - 8.8.4.2.2. 1,001 - 5,000 members, the threshold is \$10,000 for professional services and \$40,000 for institutional services, or \$30,000 for combined services.
 - 8.8.4.2.3. 5,001 - 8,000 members, the threshold is \$15,000 for professional services and \$60,000 for institutional services, or \$40,000 for combined services.
 - 8.8.4.2.4. 8,001 - 10,000 members, the threshold is \$20,000 for professional services and \$100,000 for institutional services, or \$75,000 for combined services.
 - 8.8.4.2.5. 10,001 - 25,000, the threshold is \$25,000 for professional services and \$200,000 for institutional services, or \$150,000 for combined services.
 - 8.8.4.2.6. 25,001 members or more, there is no risk threshold.
- 8.8.4.3. For a physician or physician group at substantial financial risk, the Contractor shall periodically conduct surveys of enrollee satisfaction with the physician or physician group. DSHS shall require such surveys annually. DSHS may, at its sole option, conduct enrollee satisfaction surveys that satisfy this requirement and waive the requirement for the Contractor to conduct such surveys. DSHS shall notify the Contractor in writing if the requirement is waived. If DSHS does not waive the requirement, the Contractor shall provide

the survey results to DSHS annually upon request. The surveys shall:

- 8.8.4.3.1. Include current enrollees, and enrollees who have disenrolled within 12 months of the survey for reasons other than loss of Medicaid eligibility or moving outside the Contractor's service area.
- 8.8.4.3.2. Be conducted according to commonly accepted principles of survey design and statistical analysis.
- 8.8.4.3.3. Address enrollees satisfaction with the physician or physician group's:
 - 8.8.4.3.3.1. Quality of services provided.
 - 8.8.4.3.3.2. Degree of access to services.

8.8.5. **Sanctions and Penalties:** DSHS or CMS may impose intermediate sanctions, as described in Section 7.7 of this agreement, for failure to comply with the rules in this section.

8.9. **Payment to FQHCs/RHCs:** The Contractor shall not pay a federally qualified health center or a rural health clinic less than the Contractor would pay non-FQHC/RHC providers for the same services (42 USC 1396(m)(2)(A)(ix)).

9. TERM AND TERMINATION

9.1. **Term:** This agreement is effective from _____ at 12:01 a.m. Pacific Standard Time (PST) through 12:00 a.m. _____, PST. This agreement may be extended by mutual agreement of the parties.

9.2. Termination for Convenience:

9.2.1. Either party may terminate, upon one-hundred twenty (120) calendar days advance written notice, performance of work under this agreement in whole or in part, whenever, for any reason, either party shall determine that such termination is in its best interest.

9.2.2. In the event DSHS terminates this agreement for convenience, the Contractor shall have the right to assert a claim for the Contractor's direct termination costs. Such claim must be:

9.2.2.1. Delivered to DSHS as provided in Section 7.5., Notices.

- 9.2.2.2. Asserted within ninety (90) calendar days of termination for convenience, or, in the event the termination was originally issued under the provisions of Section 9.3, Termination by DSHS for Default, ninety (90) calendar days from the date the notice of termination was deemed to have been issued under this section. The Contracts Coordination Unit of MAA (CCU) may extend said ninety (90) calendar days if the Contractor makes a written request to the CCU and CCU deems the grounds for the request to be reasonable. The CCU will evaluate the claim for termination costs and order DSHS to pay the claim or such amount, as s/he deems valid, or deny the claim. The CCU shall notify the Contractor of CCU's decision within sixty (60) calendar days of receipt of the claim.
- 9.2.3. In the event the Contractor terminates this agreement for convenience, DSHS shall have the right to assert a claim for DSHS' direct termination costs. Such claim must be:
 - 9.2.3.1. Delivered to the Contractor as provided in Section 7.5., Notices.
 - 9.2.3.2. Asserted within ninety (90) calendar days of the date of termination for convenience. The CCU may extend said ninety (90) calendar days if DSHS makes a written request to the CCU and CCU deems the grounds for the request to be reasonable. The CCU will evaluate the claim for termination costs and order the Contractor to pay the claim for such amount, as CCU deems valid, or deny the claim.
- 9.2.4. In the event the Contractor or DSHS disagrees with the CCU decision entered pursuant to this section, the Contractor or DSHS shall have the right to a dispute resolution as described in Section 7.23, Disputes.
- 9.2.5. In no event shall the claim for termination costs exceed the average monthly amount paid to the Contractor for the twelve (12) months immediately prior to termination.
- 9.2.6. In addition to DSHS' or Contractor's direct termination costs, the Contractor or DSHS shall be liable for administrative costs incurred by the other party in procuring supplies or services similar to and/or replacing those terminated.
- 9.2.7. The Contractor or DSHS shall not be liable for any termination costs if it notifies the other party of its intent not to renew this agreement at least one hundred twenty (120) calendar days prior to the renewal date.

- 9.2.8. In the event this agreement is terminated for the convenience of either party, the effective date of termination shall be the last day of the month in which the one hundred twenty (120) day notification period is satisfied, or the last day of such later month as may be agreed upon by both parties.
- 9.3. **Termination by the Contractor for Default:** The Contractor may terminate its performance under this agreement in whole or in part, whenever DSHS shall default in performance of this agreement and shall fail to cure such default within a period of one hundred twenty (120) calendar days (or such longer period as the Contractor may allow) after receipt from the Contractor of a written notice specifying the default. In the event it is determined that DSHS was not in default, DSHS may claim damages for wrongful termination. The procedure for determining damages shall be as stated in Section 9.2.
- 9.4. **Termination by DSHS for Default:**
- 9.4.1. DSHS may terminate performance of work under this agreement, in whole or in part, whenever the Contractor shall default in performance of this agreement and shall fail to cure such default within a period of one hundred twenty (120) calendar days (or such longer period as the Contracting Officer may allow) after receipt from the Contracting Officer of a written notice specifying the default. Such termination shall be referred to herein as "Termination for Default."
- 9.4.2. If after notice of termination of this agreement for default it is determined by DSHS or a court of law that the Contractor was not in default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control and without the error or negligence of the Contractor, or any subcontractor, the Contractor may claim damages. The procedure for determining damages shall be as stated in Section 9.2.
- 9.4.3. In the event DSHS terminates this agreement as provided in (a) above, DSHS may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those terminated, and if the Contractor is judged to be in default by a court of law, DSHS' damages shall be measured by any excess costs for such similar supplies or services. In addition, DSHS' damages may also include reasonable administrative costs incurred in procuring such similar supplies or services.

- 9.5. **Mandatory Termination:** DSHS will terminate this agreement in the event that the Secretary of DHHS determines that the Contractor does not meet the requirements for participation in the Medicaid program pursuant to Title XIX of the Social Security Act and all amendments.

In addition, DSHS is required under federal law to either impose temporary management or terminate this agreement if the Contractor is repeatedly found to not meet federal requirements for managed care Contractors, as specified in Section 1903(m) of the Social Security Act. Should this circumstance arise, DSHS will terminate this agreement consistent with Section 9.4, Termination by DSHS for Default.

- 9.6. **Termination for Reduction in Funding:** In the event funding from state, federal, or other sources is withdrawn, reduced or limited in any way after the effective date of this agreement and prior to the termination date, DSHS may terminate the agreement under the "Termination for Convenience" clause.

- 9.7. **Information on Outstanding Claims at Termination:** In the event this agreement is terminated, the Contractor shall provide DSHS, within three hundred and sixty-five (365) calendar days, all available information reasonably necessary for the reimbursement of any outstanding claims for services to enrollees (42 CFR 434.6(a)(6)). Information and reimbursement of such claims is subject to the provisions of Section 3, Payment.

- 9.8. **Continued Responsibilities:** After the termination of this agreement, the Contractor remains obligated to:

- 9.8.1. Cover hospitalized enrollees until discharge consistent with [Section 3.7](#).
- 9.8.2. Submit reports required under Section 6.
- 9.8.3. Provide access to records as required in Section 7.15.
- 9.8.4. Provide the administrative services associated with covered services (e.g. claims processing, enrollee appeals) provided to enrollees under the terms of this agreement.

- 9.9. **Enrollee Notice of Termination:** DSHS shall inform enrollees when notice is given by either party of its intent to terminate this agreement as provided herein.

- 9.10. **Pre-termination Dispute Resolution:** If the Contractor disagrees with a DSHS decision to terminate this agreement, other than a termination for convenience, the Contractor will have the right to a dispute resolution as described in Section 7.23, Disputes.

10. SERVICE DELIVERY

- 10.1. **Scope of Services:** The Contractor shall cover enrollees for preventive care, diagnosis and treatment of illness and injury, mental health, chemical dependency treatment and long-term care, as set forth in Section 11, Schedule of Benefits. If a specific procedure or element of a covered service is covered by DSHS under its fee-for-service program as described in DSHS' billing instructions, the Contractor shall cover it subject to the specific exclusions and limitations in Section 11, Schedule of Benefits. Except as otherwise specifically provided in this agreement, the Contractor shall provide covered services in the amount, duration and scope described in the Medicaid State Plan and all its amendments.

Except as specifically provided in Section 10.17, this shall not be construed to prevent the Contractor from establishing utilization control measures as it deems necessary to assure that services are appropriately utilized, provided that utilization control measures do not deny medically necessary covered services to enrollees. The Contractor may limit coverage of services to participating providers except as specifically provided in Section 4, Access and Capacity, Section 11, Schedule of Benefits, for emergency services, and as necessary to provide medically necessary services as described in 10.1.2.2., Urgent Services.

- 10.1.1. **In Service Area:** The Contractor shall cover WMIP enrollees in Snohomish County for all medically necessary services included in the scope of services covered by this agreement.
- 10.1.2. **Out of Service Area:** The Contractor shall cover emergency, post-stabilization and non-emergency services, which are medically necessary and cannot reasonably wait until the enrollee's return to the service area, for enrollees temporarily outside of the service area or who have moved to another service area but are still enrolled with the Contractor. The Contractor may require pre-authorization for non-emergency services as long as the wait times specified in Section 4.6, 4.7, and 4.8 are not exceeded. The Contractor is not required to cover non-symptomatic (i.e., preventive care) out of the service area. When an enrollee moves out of a service area, or is temporarily outside the service area, coverage shall be limited to ninety (90) calendar days beginning with the first of the month following the month in which the enrollee leaves the service area. The Contractor is not responsible for coverage of any services when an enrollee is outside the United States of America.
- 10.1.3. **Coverage Limitation:** When an enrollee moves out of a service area, or is temporarily staying with a parent or relative outside the service area, coverage shall be limited to ninety (90) calendar days beginning

with the first of the month following the month in which the enrollee changes residence.

- 10.2. **Medical Necessity Determination:** The Contractor shall determine which services are medically necessary, according to utilization management requirements and according to the definition of Medically Necessary Services in this agreement. The Contractor's determination of medical necessity in specific instances shall be final except as specifically provided in this agreement regarding appeals, fair hearings and independent review.
- 10.3. **Enrollee Choice of PCP:** The Contractor shall allow, to the extent possible and appropriate, each new enrollee to choose a participating PCP. If the enrollee does not make a choice at the time of enrollment, the Contractor shall assign the enrollee to a PCP or clinic, within reasonable proximity to the enrollee's home, no later than fifteen (15) working days after coverage begins. The Contractor shall allow an enrollee to change PCP or clinic at anytime with the change becoming effective no later than the beginning of the month following the enrollee's request for the change (WAC 388-538-060 and WAC 284-43-251 (1)). The Contractor shall also allow enrollees with special health care needs as defined in WAC 388-538-050 to retain a specialist as a PCP or be allowed direct access to a specialist if the assessment required under the provisions of this agreement demonstrates a need for a course of treatment or regular monitoring by such specialist (42 CFR 438.208).
- 10.4. **Continuity of Care:** The Contractor shall ensure the Continuity of Care, as defined herein, for enrollees in an active course of treatment for a chronic or acute medical condition. The Contractor shall ensure that medically necessary care for enrollees is not interrupted.
 - 10.4.1. For changes in the Contractor's provider network or service areas, the Contractor shall comply with the provisions of Sections 4.13.
 - 10.4.2. If possible and reasonable, the Contractor shall preserve enrollee provider relationships through transitions.
 - 10.4.3. Where preservation of provider relationships is not possible and reasonable, the Contractor shall provide transition to a provider who will provide equivalent, uninterrupted care as expeditiously as the enrollee's condition requires.
 - 10.4.4. The Contractor shall allow new enrollees to fill prescriptions written prior to enrollment for the lesser of:
 - 10.4.4.1. 30 calendar days after enrollment with the Contractor;

10.4.4.2. Prescription expiration; or

10.4.4.3. A participating provider performs an examination of the enrollee to evaluate the need for the prescription.

- 10.5. **Second Opinions:** The Contractor must provide for a second opinion regarding the enrollee's care from a qualified health care professional within the Contractor's network, or arrange for the enrollee to obtain one outside the Contractor's network, at no cost to the enrollee.

This section shall not be construed to require the Contractor to cover unlimited second opinions, nor to require the Contractor to cover any services other than the professional services of the second opinion provider.

- 10.6. **Enrollee Self-Determination:** The Contractor shall ensure that all providers: obtain informed consent prior to treatment from enrollees, or persons authorized to consent on behalf of an enrollee as described in RCW 7.70.065; comply with the provisions of the Natural Death Act (RCW 70.122) and state and federal Medicaid rules concerning advance directives (WAC 388-501-0125 & 42 CFR 438.6); and, when appropriate, inform enrollees of their right to make anatomical gifts (RCW 68.50.540).

- 10.7. **Compliance with Federal Regulations for Sterilizations and Hysterectomies:** The Contractor shall assure that all sterilizations and hysterectomies performed under this agreement are in compliance with 42 CFR 441 Subpart F, and that the DSHS Sterilization Consent Form (DSHS 13-364(x)) or its equivalent is used.

- 10.8. **Program Information:** At the Contractor's request, DSHS shall provide the Contractor with pertinent documents including statutes, regulations, and current versions of billing instructions and other written documents which describe DSHS policies and guidelines related to service coverage and reimbursement.

- 10.9. **Confidentiality of Enrollee Information:** The Contractor shall comply with all state and federal laws and regulations concerning the confidentiality of enrollee information.

- 10.9.1. The use or disclosure of any information concerning an enrollee, including but not limited to medical records, by the Contractor and its subcontractors for any purpose not directly connected with the provision of services under this agreement is prohibited, except by written consent of the enrollee, his/her representative, or his/her responsible parent or guardian, or as otherwise provided by law.

- 10.9.2. The Contractor shall not require parental or guardian consent for, nor inform parents or guardians of, the following services provided to enrollees under age eighteen (18): reproductive health (State v. Koome, 1975), sexually-transmitted diseases (RCW 70.24.110), drug and alcohol treatment (RCW 70.96A.095), and mental health (RCW 71.34.200), except as specifically provided in law. The Contractor shall suppress these services on any subscriber reports.
- 10.9.3. The Contractor and DSHS agree to share information regarding enrollees in a manner that complies with applicable state and federal law protecting confidentiality of such information (42 CFR 431 Subpart F, RCW 5.60.060(4), RCW 70.02).
- 10.9.4. Retained client data shared by DSHS with the Contractor, due to the confidentiality of the information must be maintained throughout the life cycle of the data, to include any record retention cycle, or archival period, in a manner that will retain its confidential nature regardless of the age or media format of the data.
- 10.10. **Marketing:** The Contractor, and any subcontractors through which the Contractor provides covered services, shall comply with the following requirements regarding marketing:
 - 10.10.1. All marketing materials must be reviewed by and have the prior written approval of DSHS.
 - 10.10.2. Marketing materials shall not contain misrepresentations, or false, inaccurate or misleading information.
 - 10.10.3. Marketing materials must be distributed in all services areas the Contractor serves.
 - 10.10.4. Marketing materials must be in compliance with Section 4.7. Marketing materials in English must give directions in the Medicaid eligible population's primary languages for obtaining understandable materials in accord with contract Section 4.7.2. DSHS may determine, in its sole judgment, if materials that are primarily visual meet the requirements of contract Section 4.7.
 - 10.10.5. The Contractor shall not offer anything of value as an inducement to enrollment.
 - 10.10.6. The Contractor shall not use the sale of other insurance to attempt to influence enrollment.

10.10.7. The Contractor shall not directly or indirectly conduct door-to-door, telephonic or other cold-call marketing of enrollment.

10.11. Information Requirements for Enrollees and Potential Enrollees: The Contractor shall provide sufficient, accurate oral and written information to potential enrollees to assist them in making an informed decision about enrollment (SSA 1932(d)(2) and 42 CFR 438.10). The Contractor shall provide to potential enrollees upon request and to each enrollee, within fifteen (15) working days of enrollment, at any time upon request, and at least once a year, the information needed to understand benefit coverage and obtain care. Changes to State or Federal law shall be reflected in information to enrollees no more than ninety (90) calendar days after the effective date of the change and enrollees shall be notified at least thirty (30) calendar days prior to the effective date if, in the sole judgment of DSHS, the change is significant in regard to the enrollees' quality of or access to care.

The Contractor's written information to enrollees and potential enrollees shall include:

- 10.11.1. How to choose a PCP, including general information on available PCPs and how to obtain specific information including a list of PCPs that includes their identity, location, languages spoken, qualifications, practice restrictions, and availability.
- 10.11.2. General information regarding specialists available to enrollees and how to obtain specific information including a list of specialists that includes their identity, location, languages spoken, qualifications, practice restrictions, and availability.
- 10.11.3. How to obtain information regarding any limitations to the availability of or referral to specialists to assist the enrollee in selecting a PCP.
- 10.11.4. How to obtain information regarding Physician Incentive Plans (42 CFR 422.210(b)), and information on the Contractor's structure and operations.
- 10.11.5. How to change a PCP.
- 10.11.6. Informed consent guidelines.
- 10.11.7. Information regarding conversion rights under RCW 48.46.450 or RCW 48.44.370.
- 10.11.8. How to request a disenrollment.

10.11.9. The following Information regarding advance directives:

- 10.11.9.1. A statement about an enrollee's right to make decisions concerning an enrollee's medical care, accept or refuse surgical or medical treatment, execute an advance directive, and revoke an advance directive at any time.
- 10.11.9.2. The written policies and procedures of the Contractor concerning advance directives, including any policy that would preclude the Contractor or subcontractor from honoring an enrollee's advance directive.
- 10.11.9.3. An enrollee's rights under state law.
- 10.11.10. How to recommend changes in the Contractor's policies and procedures.
- 10.11.11. Health promotion, health education and preventive health services available.
- 10.11.12. How to obtain assistance from the Contractor in using the grievance, appeal and independent review processes (must assure enrollees that information will be kept confidential except as needed to process the grievance, appeal or independent review).
- 10.11.13. The right to initiate a grievance or file an appeal, in accord with the Contractor's DSHS approved policies and procedures regarding grievances and appeals.
- 10.11.14. The right to request a DSHS Fair Hearing after the Contractor's appeal process is exhausted, how to request a DSHS Fair Hearing, and the rules that govern representation at the Fair Hearing.
- 10.11.15. The right to request an independent review in accord with RCW 48.43.535 and WAC 246-305 after the DSHS Fair Hearing process is exhausted and how to request an independent review.
- 10.11.16. The right to appeal an independent review decision to the DSHS Board of Appeals and how to request such an appeal.
- 10.11.17. Requirements and timelines for grievances, appeals, fair hearings, independent review and DSHS Board of Appeals.
- 10.11.18. Rights and responsibilities, including potential payment liability, regarding the continuation of services that are the subject of appeal or fair hearing.

- 10.11.19. Availability of toll-free numbers for information on grievance, and appeals.
- 10.11.20. The enrollee's rights and responsibilities with respect to receiving covered services.
- 10.11.21. Information about covered benefits and how to contact DSHS regarding services that may be covered by DSHS, but are not covered benefits under this agreement.
- 10.11.22. Information regarding the availability of and how to access or obtain interpretation services and translation of written information.
- 10.11.23. How to obtain information in alternative formats.
- 10.11.24. The enrollees right to and procedure for obtaining a second opinion.
- 10.12. **Prohibition on Enrollee Charges for Covered Services:** Under no circumstances shall the Contractor, or any providers used to deliver services covered under the terms of this agreement, charge enrollees for covered services in excess of the copayments DSHS implements in its fee-for-service program as referenced in Section 3.11 (SSA 1932(b)(6), SSA 1128B(d)(1)).
- 10.13. **Provider/Enrollee Communication:** The Contractor may not prohibit, or otherwise restrict, a health care professional acting within their lawful scope of practice, from advising or advocating on behalf of an enrollee who is his or her patient, for the following (42 CFR 438.102(a)(1)):
 - 10.13.1. The enrollee's health status, medical care, or treatment options, including any alternative treatment that may be self-administered.
 - 10.13.2. Any information the enrollee needs in order to decide among all relevant treatment options.
 - 10.13.3. The risks, benefits, and consequences of treatment or non-treatment.
 - 10.13.4. The enrollee's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
- 10.14. **Provider Nondiscrimination:**
 - 10.14.1. The Contractor shall not discriminate, with respect to participation, reimbursement, or indemnification, against providers practicing within

their licensed scope of practice solely on the basis of the type of license or certification they hold.

- 10.14.2. If the Contractor declines to include individual or groups of providers in its network, it shall give the affected providers written notice of the reason for its decision.
- 10.14.3. The Contractor's provider selection policies and procedures shall not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment (42CFR 438.214(c)).
- 10.14.4. Consistent with the Contractor's responsibilities to the enrollees, this Section may not be construed to require the Contractor to contract with providers beyond the number necessary to meet the needs of its enrollees; preclude the Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs.

10.15. Experimental and Investigational Services:

- 10.15.1. If the Contractor excludes or limits benefits for any services for one or more medical conditions or illnesses because such services are deemed to be experimental or investigational, the Contractor shall develop and follow policies and procedures for such exclusions and limitations. The policies and procedures shall identify the persons responsible for such decisions. The policies and procedures and any criteria for making decisions shall be made available to DSHS upon request.

In making the determination, whether a service is experimental and investigational and, therefore, not a covered service, the Contractor shall consider the following:

- 10.16.1.1. Evidence in peer-reviewed, medical literature, as defined herein, and pre-clinical and clinical data reported to the National Institute of Health and/or the National Cancer Institute, concerning the probability of the service maintaining or significantly improving the enrollee's length or quality of life, or ability to function, and whether the benefits of the service or treatment are outweighed by the risks of death or serious complications.
- 10.16.1.2. Whether evidence indicates the service or treatment is likely to be as beneficial as existing conventional treatment alternatives.

- 10.16.1.3. Any relevant, specific aspects of the condition.
 - 10.16.1.4. Whether the service or treatment is generally used for the condition in the state of Washington.
 - 10.16.1.5. Whether the service or treatment is under continuing scientific testing and research.
 - 10.16.1.6. Whether the service or treatment shows a demonstrable benefit for the condition.
 - 10.16.1.7. Whether the service or treatment is safe and efficacious.
 - 10.16.1.8. Whether the service or treatment will result in greater benefits for the condition than another generally available service.
 - 10.16.1.9. If approval is required by a regulating agency, such as the Food and Drug Administration, whether such approval has been given before the date of service.
- 10.15.2. Criteria to determine whether a service is experimental or investigational shall be no more stringent for Healthy Options enrollees than that applied to any other enrollees. A service or treatment that is not experimental for one enrollee with a particular medical condition cannot be determined to be experimental for another enrollee with the same medical condition and similar health status.
 - 10.15.3. A service or treatment may not be determined to be experimental and investigational solely because it is under clinical investigation when there is sufficient evidence in peer-reviewed medical literature to draw conclusions, and the evidence indicates the service or treatment will probably be of significant benefit to enrollees.
 - 10.15.4. A determination made by the Contractor shall be subject to appeal through the Contractor's appeal process, including independent review, through the DSHS fair hearing process and independent review under WAC 246-305.
- 10.16. Enrollee Rights and Protections:**
- 10.16.1. The Contractor shall have written policies regarding enrollee rights (42 CFR 438.100(a)(1)).
 - 10.16.2. The Contractor shall comply with any applicable Federal and State laws that pertain to enrollee rights and ensure that its staff and

affiliated providers take those rights into account when furnishing services to enrollees (42 CFR 438.100(a)(2)).

10.16.3. The Contractor shall guarantee each enrollee the following rights (42 CFR 438.100(b)(2)):

10.16.3.1. To be treated with respect and with consideration for their dignity and privacy.

10.16.3.2. To receive information on available treatment options and alternatives, presented in a manner appropriate to the enrollee's ability to understand.

10.16.3.3. To participate in decisions regarding their health care, including the right to refuse treatment.

10.16.3.4. To be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.

10.16.3.5. To request and receive a copy of their medical records, and to request that they be amended or corrected, as specified in 45 CFR 164.

10.16.3.6. Each enrollee must be free to exercise their rights, and exercise of those rights must not adversely affect the way the Contractor or its subcontractors treat the enrollee (42 CFR 438.100(c)).

10.17. **Authorization of Services:** In regard to the authorization of services for enrollees, the Contractor shall have in place policies and procedures, and shall require that subcontractors with delegated authority for authorization to comply with such policies and procedures, that comply with 42 CFR 438.210, WAC 388-538 and the provisions of this agreement.

10.17.1. The Contractor shall have in effect mechanisms to ensure consistent application of review criteria for authorization decisions.

10.17.2. The Contractor shall consult with the requesting provider when appropriate.

10.17.3. The Contractor shall require that any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested, be made by a health care professional who has appropriate clinical expertise in treating the enrollee's condition or disease.

10.17.4. The Contractor shall notify the requesting provider, and give the enrollee written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. The notice shall meet the following requirements, except that the notice to the provider need not be in writing (42 CFR 438.404):

10.17.4.1. The notice to the enrollee shall be in writing and shall meet the requirements of Section 4.7 of this agreement to ensure ease of understanding.

10.17.4.2. The notice shall explain the following:

10.17.4.2.1. The action the Contractor has taken or intends to take.

10.17.4.2.2. The reasons for the action.

10.17.4.2.3. The enrollee's right to file an appeal.

10.17.4.2.4. The procedures for exercising the enrollee's rights.

10.17.4.2.5. The circumstances under which expedited resolution is available and how to request it.

10.17.4.2.6. The enrollee's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and the circumstances under which the enrollee may be required to pay for these services.

10.17.5. The Contractor shall provide for the following timeframes for authorization decisions and notices:

10.17.5.1. For denial of payment that may result in payment liability for the enrollee, at the time of any action affecting the claim.

10.17.5.2. For termination, suspension, or reduction of previously authorized services, ten (10) calendar days prior to such termination, suspension, or reduction, except if the criteria stated in 42 CFR 431.213 and 431.214 are met. The notice shall be mailed within this ten (10) calendar day period by a method that certifies receipt and assures delivery within three (3) calendar days.

10.17.5.3. For standard authorization decisions, provide notice as expeditiously as the enrollee's health condition requires and within timeframes that may not exceed 14 calendar days following

receipt of the request for service, with a possible extension of up to 14 additional calendar days under the following circumstances:

10.17.5.3.1. The enrollee, or the provider, requests extension; or

10.17.5.3.2. The Contractor justifies and documents a need for additional information and how the extension is in the enrollee's interest.

10.17.5.3.3. If the Contractor extends that timeframe, it shall:

10.17.5.3.3.1. Give the enrollee written notice of the reason for the decision to extend the timeframe and inform the enrollee of the right to file a grievance if he or she disagrees with that decision; and

10.17.5.3.3.2. Issue and carry out its determination as expeditiously as the enrollee's health condition requires and no later than the date the extension expires.

10.17.5.4. For cases in which a provider indicates, or the Contractor determines, that following the timeframe for standard authorization decisions could seriously jeopardize the enrollee's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the enrollee's health condition requires and no later than three (3) working days after receipt of the request for service. The Contractor may extend the three (3) working days by up to 14 calendar days under the following circumstances:

10.17.5.4.1. The enrollee, or the provider, requests extension; or

10.17.5.4.2. The Contractor justifies and documents a need for additional information and how the extension is in the enrollee's interest.

10.17.6. If the Contractor fails to comply with the timeframes in this Section, the Contractor shall cover the services that are the subject of the authorization.

10.18. **Grievance System:** The Contractor shall have a grievance system which complies with the requirements of 42 CFR 438 Subpart F, WAC 388-538 and, insofar as it is not in conflict with 42 CFR 438 Subpart F or WAC 388-538, or WAC 284-43 Subpart F. The grievance system shall include a

grievance process, an appeal process and access to the DSHS fair hearing process.

- 10.18.1. The Contractor shall submit policies and procedures addressing the grievance system, which comply with the requirements of this agreement to the DSHS, MAA, Division of Program Support, Contract Manager assigned to the Contractor by September 2, 2003 and upon change thereafter. The Contractor shall include copies of all related notices to enrollees. DSHS must approve, in writing, all policies and procedures regarding the grievance system. Implementation of the grievance system requirements in this agreement shall be in place by October 1, 2003.
- 10.18.2. The Contractor shall give enrollees any assistance necessary in completing forms and other procedural steps for grievances and appeals.
- 10.18.3. The Contractor shall acknowledge receipt of each grievance, either orally or in writing, and appeal, in writing, within five (5) working days.
- 10.18.4. The Contractor shall ensure that decision makers on grievances and appeals were not involved in previous levels of review or decision-making.
- 10.18.5. Decisions regarding grievances and appeals shall be made by health care professionals with clinical expertise in treating the enrollee's condition or disease if any of the following apply:
 - 10.18.5.1. If the enrollee is appealing an action concerning medical necessity.
 - 10.18.5.2. If an enrollee grievance concerns a denial of expedited resolution of an appeal.
 - 10.18.5.3. If the grievance or appeal involves any clinical issues.
- 10.18.6. **Grievance Process:** The following requirements are specific to the grievance process:
 - 10.18.6.1. Only an enrollee may file a grievance with the Contractor; a provider may not file a grievance on behalf of an enrollee.
 - 10.18.6.2. Enrollees may file a grievance orally or in writing.
 - 10.18.6.3. The Contractor shall complete the disposition of a grievance and notice to the affected parties within ninety (90) calendar days of receiving the grievance.

- 10.18.6.4. The Contractor may notify enrollees of the disposition of grievances orally or in writing for grievances not involving clinical issues. Notices of disposition for clinical issues must be in writing.
- 10.18.6.5. Enrollees do not have the right to a fair hearing in regard to the disposition of a grievance.
- 10.18.7. **Appeal Process:** The following requirements are specific to the appeal process:
 - 10.18.7.1. If the Contractor fails to meet the timeframes in this Section concerning any appeal, including timely notice of actions, the Contractor shall cover the services that are the subject of the appeal.
 - 10.18.7.2. An enrollee, or a provider acting on behalf of the enrollee and with the enrollee's written consent, may appeal a Contractor action.
 - 10.18.7.3. For appeals of standard service authorization decisions, an enrollee must file an appeal, either orally or in writing, within ninety (90) calendar days of the date on the Contractor's notice of action. This also applies to an enrollee's request for an expedited appeal.
 - 10.18.7.4. For appeals for termination, suspension, or reduction of previously authorized services when the enrollee requests continuation of such services, an enrollee must file an appeal within ten (10) calendar days of the date of the Contractor's mailing of the notice of action. If the enrollee is notified in a timely manner and the enrollee's request for continuation of services is not timely, the Contractor is not obligated to continue services and the timeframes for appeals of standard service authorization apply.
 - 10.18.7.5. Oral inquiries seeking to appeal an action shall be treated as appeals and be confirmed in writing, unless the enrollee or provider requests an expedited resolution.
 - 10.18.7.6. The appeal process shall provide the enrollee a reasonable opportunity to present evidence, and allegations of fact or law, in person as well as in writing. The Contractor shall inform the enrollee of the limited time available for this in the case of expedited resolution.

- 10.18.7.7. The appeal process shall provide the enrollee and the enrollee's representative opportunity, before and during the appeals process, to examine the enrollee's case file, including medical records, and any other documents and records considered during the appeal process.
- 10.18.7.8. The appeal process shall include as parties to the appeal, the enrollee and the enrollee's representative, or the legal representative of the deceased enrollee's estate.
- 10.18.7.9. The Contractor shall resolve each appeal and provide notice, as expeditiously as the enrollee's health condition requires, within the following timeframes:
 - 10.18.7.9.1. For standard resolution of appeals and for appeals for termination, suspension, or reduction of previously authorized services and notice to the affected parties, no longer than forty-five (45) calendar days from the day the Contractor receives the appeal. This timeframe may not be extended.
 - 10.18.7.9.2. For expedited resolution of appeals, including notice to the affected parties, no longer than three (3) calendar days after the Contractor receives the appeal. This timeframe may not be extended.
- 10.18.7.10. The notice of the resolution of the appeal shall:
 - 10.18.7.10.1. Be in writing. For notice of an expedited resolution, the Contractor shall also make reasonable efforts to provide oral notice.
 - 10.18.7.10.2. Include the results of the resolution process and the date it was completed.
 - 10.18.7.10.3. For appeals not resolved wholly in favor of the enrollee:
 - 10.18.7.10.3.1. Include information on the enrollee's right to request a DSHS fair hearing and how to do so.
 - 10.18.7.10.3.2. Include information on the enrollee's right to receive services while the hearing is pending and how to make the request.
 - 10.18.7.10.3.3. Inform the enrollee that the enrollee may be held liable for the amount the Contractor pays for services

received while the hearing is pending, if the hearing decision upholds the Contractor's action.

10.18.7.11. Expedited Appeal Process:

- 10.18.7.11.1. The Contractor shall establish and maintain an expedited appeal review process for appeals when the Contractor determines, for a request from the enrollee, or the provider indicates, in making the request on the enrollee's behalf or supporting the enrollee's request, that taking the time for a standard resolution could seriously jeopardize the enrollee's life or health or ability to attain, maintain, or regain maximum function.
- 10.18.7.11.2. The Contractor shall make a decision on the enrollee's request for expedited appeal and provide notice, as expeditiously as the enrollee's health condition requires, within three (3) calendar days after the Contractor receives the appeal. The Contractor shall also make reasonable efforts to provide oral notice.
- 10.18.7.11.3. The Contractor shall ensure that punitive action is neither taken against a provider who requests an expedited resolution or supports an enrollee's appeal.
- 10.18.7.11.4. If the Contractor denies a request for expedited resolution of an appeal, it shall transfer the appeal to the timeframe for standard resolution and make reasonable efforts to give the enrollee prompt oral notice of the denial, and follow up within two (2) calendar days with a written notice.

10.18.8. Fair Hearing:

- 10.18.8.1. A provider may not request a state fair hearing on behalf of an enrollee.
- 10.18.8.2. If an enrollee does not agree with the Contractor's resolution of the appeal, the enrollee may file a request for a DSHS fair hearing within the following time frames (see WAC 388-538-112 for the fair hearing process for enrollees):
 - 10.18.8.2.1. For appeals regarding a standard service, within ninety (90) calendar days of the date on the Contractor's mailing of the notice of the resolution of the appeal.

- 10.18.8.2.2. For appeals regarding termination, suspension, or reduction of a previously authorized service, if the enrollee requests continuation of services, within ten (10) calendar days of the date on the Contractor's mailing of the notice of the resolution of the appeal. If the enrollee is notified in a timely manner and the enrollee's request for continuation of services is not timely, the Contractor is not obligated to continue services and the timeframes for appeals of standard service authorization apply.
- 10.18.8.3. If the enrollee requests a fair hearing, the Contractor shall provide to DSHS upon request and within three (3) working days, all Contractor-held documentation related to the appeal, including but not limited to, any transcript(s), records, or written decision(s) from participating providers or delegated entities.
- 10.18.8.4. The Contractor will have the opportunity to present its position at the fair hearing.
- 10.18.8.5. The Contractor's medical director or designee shall review all cases where a fair hearing is requested and any related appeals, when medical necessity is an issue.
- 10.18.8.6. The enrollee must exhaust all levels of resolution and appeal within the Contractor's grievance system prior to filing a request for a fair hearing with DSHS.
- 10.18.8.7. DSHS will notify the Contractor of fair hearing determinations. The Contractor will be bound by the fair hearing determination, whether or not the fair hearing determination upholds the Contractor's decision. Implementation of such fair hearing decision shall not be the basis for disenrollment of the enrollee by the Contractor.
- 10.18.8.8. If the fair hearing decision is not within the purview of this agreement, then DSHS will be responsible for the implementation of the fair hearing decision.
- 10.18.9. **Independent Review:** After exhausting both the Contractor's appeal process and the fair hearing process an enrollee has a right to independent review in accord with RCW 48.43.535 and WAC 284-483-630.
- 10.18.10. An enrollee who is aggrieved by the final decision of an independent review may appeal the decision to the DSHS Board of Appeals in accord with WAC 388-02-560 through 388-02-590. Notice of this right

will be included in the written determination from the Contractor or Independent Review Organization.

10.18.11. Continuation of Services:

10.18.11.1. The Contractor shall continue the enrollee's services if all of the following apply:

10.18.11.1.1. The enrollee or the provider files for an appeal, fair hearing or independent review on or before the later of the following:

10.18.11.1.1.1. Within ten (10) calendar days of the Contractor mailing the notice of action, which for actions involving services previously authorized, shall be delivered by a method that certifies receipt and assures delivery within three (3) calendar days.

10.18.11.1.1.2. The intended effective date of the Contractor's proposed action.

10.18.11.1.2. The appeal involves the termination, suspension, or reduction of a previously authorized course of treatment.

10.18.11.1.3. The services were ordered by an authorized provider.

10.18.11.1.4. The original period covered by the original authorization has not expired.

10.18.11.1.5. The enrollee requests an extension of services.

10.18.11.2. If, at the enrollee's request, the Contractor continues or reinstates the enrollee's services while the appeal, fair hearing, independent review or DSHS Board of Appeals is pending, the services shall be continued until one of the following occurs:

10.18.11.2.1. The enrollee withdraws the appeal, fair hearing or independent review request.

10.18.11.2.2. Ten (10) calendar days pass after the Contractor mails the notice of the resolution of the appeal and the enrollee has not requested a state fair hearing (with continuation of services until the state fair hearing decision is reached) within the ten (10) calendar days.

- 10.18.11.2.3. Ten (10) calendar days pass after DSHS mails the notice of resolution of the state fair hearing and the enrollee has not requested an independent review (with continuation of services until the independent review decision is reached) within the ten (10) calendar days.
- 10.18.11.2.4. Ten (10) calendar days pass after the Contractor mails the notice of the resolution of the independent review and the enrollee has not requested a DSHS Board of Appeals (with continuation of services until the DSHS Board of Appeals decision is reached) within ten calendar days.
- 10.18.11.2.5. The time period or service limits of a previously authorized service has been met.
- 10.18.11.3. If the final resolution of the appeal upholds the Contractor's action, the Contractor may recover the amount paid for the services provided to the enrollee while the appeal was pending, to the extent that they were provided solely because of the requirement for continuation of services.

10.18.12. Effect of Reversed Resolutions of Appeals and Fair Hearings:

- 10.18.12.1. If the Contractor, DSHS Office of Administrative Hearings (OAH), independent review organization (IRO) or DSHS Board of Appeals reverses a decision to deny, limit, or delay services that were not provided while the appeal was pending, the Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the enrollee's health condition requires.
- 10.18.12.2. If the Contractor, OAH, IRO or DSHS Board of Appeals reverses a decision to deny authorization of services, and the enrollee received the disputed services while the appeal was pending, the Contractor shall pay for those services.

11. SCHEDULE OF BENEFITS

11.1. Covered Services:

- 11.1.1. The Contractor shall cover the services described in this section when medically necessary. The amount and duration of covered services that are medically necessary depends on the enrollee's condition. The Contractor shall not arbitrarily deny or reduce the amount, duration or scope of required services solely because of the enrollee's diagnosis, type of illness or condition.

- 11.1.2. Except as specifically provided herein, the scope of covered services shall be comparable to the DSHS Medicaid fee-for-service program or Regional Support Network (RSN) for mental health services. For specific covered services, this shall not be construed as requiring the Contractor to cover the specific items covered by DSHS under its fee-for-service program, but shall rather be construed to require the Contractor to cover the same scope of services.
- 11.2. **Care Coordination:** The Contractor shall provide Care Coordination services that ensure access to and integration of preventive, primary, acute, post acute, outpatient mental health and chemical dependency into a well coordinated system. In addition to coordinating the services covered by the WMIP, the Contractor shall coordinate the services it provides to its enrollees with the services enrollees receive from other care systems.
- 11.2.1. The Contractor shall provide a Care Coordination system designed to:
- 11.2.1.1. Ensure communication and coordination of an enrollee's care across network provider types and settings;
 - 11.2.1.2. Ensure smooth transitions for enrollees who move among various care settings; and
- 11.2.2. The Care Coordination system shall provide each enrollee with a primary contact person who will assist the enrollee in accessing services and information. The system shall promote and assure service accessibility, attention to individual needs, continuity of care, comprehensive and coordinated service delivery, culturally appropriate care and fiscal and professional accountability.
- The Contractor shall designate a care coordinator and/or nurse practitioner to provide an initial screening and needs assessment that forms the basis for a comprehensive care plan, and for developing and implementing the care plan. The care coordination system shall be responsible for the following:
- 11.2.2.1. Provide an initial screening for all enrollees, to assign risk level and determine the enrollee's need for services. The initial screening shall take place within thirty (30) days of enrollment. If the Contractor is unable to conduct the initial screening within 30 days, the Contractor shall document efforts to conduct the screening.
 - 11.2.2.2. Provide a comprehensive assessment for clients who have been determined, by claims data, and/or through the initial

screening, to be high risk. The Contractor shall also ensure periodic reassessment as necessary, of supports and services, based on the Enrollee's strengths, needs, choices and preferences for care.

The Contractor shall ensure that the assessment takes place within thirty (30) days of the initial screening, and addresses medical, social and environmental, mental health, and chemical dependency factors. The Contractor shall coordinate this assessment with required assessments done by DSHS staff. If the Contractor is unable to conduct the screening, the Contractor shall document efforts to do so in the enrollee's file.

- 11.2.2.3. Develop a comprehensive care plan based on issues or needs identified by the initial assessment, medical records and/or prior utilization data to the extent they are available, enrollee and/or family input, and PCP input if the enrollee has a PCP. If the enrollee does not have a PCP, the Contractor shall assist the enrollee in finding one. The care plan shall incorporate an interdisciplinary/holistic and preventive focus, address any barriers to care, accommodate the specific cultural and linguistic needs of the enrollee, and include advance directive planning and Enrollee participation. The Contractor shall ensure that the enrollee's plan is updated based on ongoing assessment or information received by a DSHS case manager or one of the enrollee's providers.
- 11.2.2.4. For enrollees receiving services in the mental health system, who are in need of community support services, the care coordinator shall develop an Individual Treatment Plan (ITP) in accordance with WAC 388-865-0425 or its successor.
- 11.2.2.5. For enrollees receiving services in the chemical dependency treatment system, the care coordinator shall develop an Individual Treatment Plan in accordance with WAC 388-805 or its successor.
- 11.2.2.6. Have authority to approve referrals and requests for services and equipment within the care plan;
- 11.2.2.7. Provide the enrollee with information about advance directives, and, assist the enrollee in advance directive planning, if the enrollee requests, based on enrollee needs and cultural considerations. The Contractor shall initiate discussion with the enrollee and/or the enrollee's family or guardian when the lack of a documented advance directive is identified through the

assessment process. The advance directive or a record of the enrollee's refusal of assistance shall be kept on file in the enrollee's case management record.

- 11.2.2.8. Arrange and coordinate the provision of supports and services identified in the enrollee's care plan, including early intervention services and preventive care, skilled specialty services and, community-based services.
 - 11.2.2.9. Assist the enrollee and his or her family or legal representatives, if any, to maximize informed choices of services and control over services and supports.
 - 11.2.2.10. Monitor the enrollee's progress toward achieving the outcomes identified in the enrollee's care plan on a regular basis, in order to evaluate and adjust the timeliness and adequacy of services.
 - 11.2.2.11. Coordinate with DSHS and local agency case managers, financial workers and other staff.
 - 11.2.2.12. Communicate on an ongoing basis, with the enrollee and with other individuals participating in the enrollee's care plan.
 - 11.2.2.13. Educate and communicate with the enrollee about good health care practices and behaviors.
 - 11.2.2.14. Have knowledge of basic enrollee protection requirements, including data privacy.
 - 11.2.2.15. Inform, educate, and assist the enrollee in identifying available service providers and accessing needed resources and services, including those that are beyond the limitations of this agreement.
- 11.2.3. The Contractor shall develop written protocols for:
- 11.2.3.1. Tracking referrals.
 - 11.2.3.2. Providing or arranging for second opinions, whether in or out of network.
 - 11.2.3.3. Sharing clinical information, including updates on the enrollee's care plan.

- 11.2.3.4. Tracking and coordination of enrollee transfers from one setting to another (for example, hospital to home and nursing home to adult day health) and ensuring continuity of care.
- 11.2.4. The Contractor shall monitor continuity and coordination of care, using results of monitoring to improve continuity and coordination across the network. Monitoring activities shall include:
 - 11.2.4.1. Annual collection of coordination data;
 - 11.2.4.2. Identification of opportunities for improvement, using quantitative and causal analysis;
 - 11.2.4.3. Selection of opportunities for improvement using coordination data.
- 11.3. **Disease Management:** The Contractor shall provide a program designed to assist enrollees with chronic illness, including: Diabetes, Asthma, Heart Failure, Chronic Obstructive Pulmonary Disease (COPD) and End Stage Renal Disease (ESRD) to meet the following goals:
 - 11.3.1. Increase the enrollee's (and/or their caregiver's) understanding of their disease so they are:
 - 11.3.1.1. More effective partners in the care of their disease;
 - 11.3.1.2. Better able to understand the appropriate use of resources needed to care for their disease(s);
 - 11.3.1.3. Able to identify when they are getting in trouble earlier and seek appropriate attention before they reach crisis levels; and
 - 11.3.1.4. More compliant with medical recommendations.
 - 11.3.2. Improve the enrollee's quality of life by assisting him or her in "self-management" of their disease and in accessing regular preventive health care.
 - 11.3.3. Also need Mental Health DM.
- 11.4. **Medical Services:** Enrollees have the right to self-refer for certain services to providers paid through separate arrangements with the state of Washington. The Contractor is not responsible for coverage of the services provided through such separate arrangements. Enrollees also may choose to receive such services from the Contractor.

The Contractor shall assure that enrollees are informed, whenever appropriate, of all options in such a way as not to prejudice or direct the enrollee's choice of where to receive the services. If the Contractor in any manner deprives enrollees of their free choice to receive services through the Contractor, the Contractor shall pay the local health department or family planning facility or RSN for such services up to the limits described herein.

The services to which an enrollee may self-refer are:

- 11.4.1. Outpatient mental health services to community mental health providers of the Regional Support Network for Prepaid Health Plan.
- 11.4.2. Family planning services and sexually-transmitted disease screening and treatment services provided at family planning facilities, such as Planned Parenthood.
- 11.4.3. Immunizations, sexually-transmitted disease screening and follow-up, immunodeficiency virus (HIV) screening, tuberculosis screening and follow-up, and family planning services through the local health department.
- 11.4.4. **Inpatient Services:** Provided by acute care hospitals (licensed under RCW 70.41), or nursing facilities (licensed under RCW 18-51) when the Contractor determines that nursing facility care is more appropriate than acute hospital care. Inpatient physical rehabilitation services are included.
- 11.4.5. **Outpatient Hospital Services:** Provided by acute care hospitals (licensed under RCW 70.41).
- 11.4.6. **Emergency Services and Post-stabilization Services:**
 - 11.4.6.1. **Emergency Services:** Emergency services are defined herein.
 - 11.4.6.1.1. The Contractor will provide all inpatient and outpatient emergency services in accord with the requirements of 42 CFR 438.114.
 - 11.4.6.1.2. The Contractor shall cover all emergency services provided by a provider who is qualified to furnish Medicaid services, without regard to whether the provider is a participating or non-participating provider.

- 11.4.6.1.3. Emergency services shall be provided without requiring prior authorization.
- 11.4.6.1.4. What constitutes an emergency medical condition may not be limited on the basis of lists of diagnoses or symptoms (42 CFR 438.114 (d)(i)).
- 11.4.6.1.5. The Contractor shall cover treatment obtained under the following circumstances:
 - 11.4.6.1.5.1. An enrollee had an emergency medical condition, including cases in which the absence of immediate medical attention would not have had the outcomes specified in the definition of an emergency medical condition.
 - 11.4.6.1.5.2. A participating provider or other Contractor representative instructs the enrollee to seek emergency services.
- 11.4.6.1.6. If there is a disagreement between a hospital and the Contractor concerning whether the patient is stable enough for discharge or transfer, or whether the medical benefits of an unstabilized transfer outweigh the risks, the judgment of the attending physician(s) actually caring for the enrollee at the treating facility prevails and is binding on the Contractor.
- 11.4.6.2. **Post-stabilization Services:** Post-stabilization services are defined herein.
 - 11.4.6.2.1. The Contractor will provide all inpatient and outpatient post-stabilization services in accord with the requirements of 42 CFR 438.114 and 42 CFR 422.113(c).
 - 11.4.6.2.2. The Contractor shall cover all post-stabilization services provided by a provider who is qualified to furnish Medicaid services, without regard to whether the provider is a participating or non-participating provider.
 - 11.4.6.2.3. The Contractor shall cover post-stabilization services under the following circumstances:
 - 11.4.6.2.3.1. The services are pre-approved by a participating provider or other Contractor representative.

- 11.4.6.2.3.2. The services are not pre-approved by a participating provider or other Contractor representative, but are administered to maintain the enrollee's stabilized condition within one hour of a request to the Contractor for pre-approval of further post-stabilization care services.
- 11.4.6.2.3.3. The services are not pre-approved by a participating provider or other Contractor representative, but are administered to maintain, improve, or resolve the enrollee's stabilized condition and:
 - 11.4.6.2.3.3.1. The Contractor does not respond to a request for pre-approval within thirty (30) minutes (RCW 48.43.093(d));
 - 11.4.6.2.3.3.2. The Contractor cannot be contacted; or
 - 11.4.6.2.3.3.3. The Contractor representative and the treating physician cannot reach an agreement concerning the enrollee's care and a Contractor physician is not available for consultation. In this situation, the Contractor shall give the treating physician the opportunity to consult with a Contractor physician and the treating physician may continue with care of the enrollee until a Contractor physician is reached or one of the criteria in Section 11.4.5.2.3.4. is met.
- 11.4.6.2.3.4. The Contractor's responsibility for post-stabilization services it has not pre-approved ends when:
 - 11.4.6.2.3.4.1. A participating provider with privileges at the treating hospital assumes responsibility for the enrollee's care;
 - 11.4.6.2.3.4.2. A participating provider assumes responsibility for the enrollee's care through transfer;
 - 11.4.6.2.3.4.3. A Contractor representative and the treating physician reach an agreement concerning the enrollee's care; or
 - 11.4.6.2.3.4.4. The enrollee is discharged.

- 11.4.7. **Ambulatory Surgery Center:** Services provided at ambulatory surgery centers.
- 11.4.8. **Provider Services:** Services provided in an inpatient or outpatient (e.g., office, clinic, emergency room or home) setting by licensed professionals including, but not limited to, physicians, physician assistants, advanced registered nurse practitioners, midwives, podiatrists, audiologists, registered nurses, and certified dietitians.

Provider Services include, but are not limited to:

- 11.4.8.1. Medical examinations, including wellness exams;
 - 11.4.8.2. Immunizations;
 - 11.4.8.3. Maternity care;
 - 11.4.8.4. Family planning services provided or referred by a participating provider or practitioner;
 - 11.4.8.5. Performing and/or reading diagnostic tests;
 - 11.4.8.6. Private duty nursing;
 - 11.4.8.7. Surgical services;
 - 11.4.8.8. Surgery to correct defects from birth, illness, or trauma, or for mastectomy reconstruction;
 - 11.4.8.9. Anesthesia;
 - 11.4.8.10. Administering pharmaceutical products;
 - 11.4.8.11. Fitting prosthetic and orthotic devices;
 - 11.4.8.12. Rehabilitation services;
 - 11.4.8.13. Enrollee health education;
 - 11.4.8.14. Nutritional counseling for specific conditions such as diabetes, high blood pressure, and anemia;
- 11.4.9. **Tissue and Organ Transplants:** Heart, kidney, liver, bone marrow, lung, heart-lung, pancreas, kidney-pancreas, cornea, and peripheral blood stem cell.

- 11.4.10. **Laboratory, Radiology, and Other Medical Imaging Services:** Screening and diagnostic services and radiation therapy.
- 11.4.11. **Vision Care:** Eye examinations for visual acuity and refraction once every twenty-four (24) months. These limitations do not apply to additional services needed for medical conditions. The Contractor may restrict non-emergent care to participating providers. Enrollees may self-refer to participating providers for these services.
- 11.4.12. **Occupational Therapy, Speech Therapy, and Physical Therapy:** Services for the restoration or maintenance of a function affected by an enrollee's illness, disability, condition or injury, or for the amelioration of the effects of a developmental disability.
- 11.4.13. **Pharmaceutical Products:** Prescription drug products according to a Department approved formulary, which includes both legend and over-the-counter (OTC) products. The Contractor's formulary shall include all therapeutic classes in DSHS' fee-for-service drug file and a sufficient variety of drugs in each therapeutic class to meet medically necessary health needs. The Contractor shall provide participating pharmacies and providers with its formulary and information about how to request non-formulary drugs. The Contractor shall approve or deny all requests for non-formulary drugs by the business day following the day of request.

Covered drug products shall include:

- 11.4.13.1. Oral, enteral and parenteral nutritional supplements and supplies.
- 11.4.13.2. All Food and Drug Administration (FDA) approved contraceptive drugs, devices, and supplies; including but not limited to Depo-Provera, Norplant, and OTC products
- 11.4.13.3. Antigens and allergens
- 11.4.13.4. Therapeutic vitamins and iron prescribed for prenatal and postnatal care.
- 11.4.13.5. The Contractor must ensure that procedures for pharmaceutical management promote clinically appropriate use of pharmaceuticals.
 - 11.4.13.5.1. Procedures must include criteria used for adoption of pharmaceutical management procedures.

11.4.13.5.2. Procedures must include the process for using external organization's clinical evidence for pharmaceutical management.

11.4.14. **Durable Medical Equipment (DME) and Supplies:** Including, but not limited to: DME; surgical appliances; orthopedic appliances and braces; prosthetic and orthotic devices; breast pumps; incontinence supplies; and medical supplies. Incontinence supplies shall not include non-disposable diapers unless the enrollee agrees.

11.4.15. **Oxygen and Respiratory Services:** Oxygen and respiratory therapy equipment and supplies.

11.4.16. **Hospice Services:** When the enrollee elects hospice care.

11.4.17. **Blood, Blood Components and Human Blood Products:** Administration of whole blood and blood components as well as human blood products. In areas where there is a charge for blood and/or blood products the Contractor shall cover the cost of the blood or blood products.

11.4.18. **Treatment for Renal Failure:** Hemodialysis, or other appropriate procedures to treat renal failure, including equipment needed in the course of treatment to the extent that these services are not covered by Medicare or other programs..

11.4.19. **Ambulance Transportation:** The Contractor shall cover ground and air ambulance transportation for emergency medical conditions, as defined herein, including, but not limited to, Basic and Advanced Life Support Services, and other required transportation costs, such as tolls and fares. In addition, the Contractor shall cover ambulance services under two circumstances for non-emergencies:

11.4.19.1. When it is necessary to transport an enrollee between facilities to receive a covered services; and

11.4.19.2. When it is necessary to transport an enrollee, who must be carried on a stretcher, or who may require medical attention en route (RCW 18.73.180) to receive a covered service.

11.4.20. **Smoking Cessation Services:** As determined Medically Necessary by the Care Coordinator.

11.5. Outpatient Mental Health

- 11.5.1. Psychiatric and psychological testing, evaluation and diagnosis once every twelve (12) months;
- 11.5.2. Unlimited medication management:
 - 11.5.2.1. Provided by the PCP or by PCP referral
 - 11.5.2.2. Provided in conjunction with mental health treatment covered by the Contractor.
- 11.5.3. Twelve hours per calendar year for treatment;
- 11.5.4. Transition to the RSN, as needed to assure continuity of care, when the enrollee has exhausted the benefit covered by the Contractor or when the enrollee requests such transition.
- 11.6. Referrals to and from the RSN:
 - 11.6.1. The Contractor shall cover mental health services provided by the RSN, up to the limits described herein, the the Contractor refers an enrollee to the RSN for those services.
 - 11.6.2. The Contractor may, but is not required to, accept referrals from the RSN for the mental health services described herein.
 - 11.6.3. The Contractor may subcontract with RSNs to provide the outpatient mental health services that are the responsibility of the Contractor. Such agreements shall not be written or construed in a manner that provides less than the services otherwise described in this Section as the Contractor's responsibility for outpatient mental health services.
 - 11.6.4. The DSHS Mental Health Division (MHD) and Medical Assistance Administration (MAA) shall each appoint a Mental Health Care Coordinator (MHCC). The MHCC's shall be empowered to decide all Contractor and RSN issues regarding outpatient mental health coverage that cannot be otherwise resolved between the Contractor and the RSN. The MHCCs will also undertake training and technical assistance activities that further coordination of care between MAA, MHD, Healthy Options contractors and RSNs. The Contractor shall cooperate with the activities of the MHCCs.
- 11.7. **Chemical Dependency Treatment:**
 - 11.7.1. The Contractor shall provide Outpatient Chemical Dependency treatment services to Enrollees as follows.

- 11.7.1.1. Chemical dependency treatment services must be directed and/or provided in accordance with the American Society of Addiction Medicine (ASAM) patient placement criteria.
- 11.7.1.2. The Contractor shall ensure a screening for alcohol and/or drug dependency is included in the comprehensive assessment required for each enrollee.
- 11.7.1.3. The Contractor shall ensure a sufficient number, mix and geographic distribution of community chemical dependency treatment agencies to provide chemical dependency treatment services in the geographic area to all enrollees.
- 11.7.1.4. The Contractor shall ensure that chemical dependency treatment services are provided in accordance with applicable portions of the Washington Administrative Code (WAC) 388-805.
- 11.7.1.5. The Contractor shall ensure that chemical dependency treatment services are provided by agencies certified by the Division of Alcohol and Substance Abuse and reported in the DASA TARGET information system.
- 11.7.2. The Contractor shall ensure that the following services are available to its enrollees:
 - 11.7.2.1. Chemical dependency assessment by a chemical dependency professional certified by the Department of Health to determine a patient diagnosis supported by criteria of substance dependency per DSM IV, followed by placement and retention assessment according to ASAM placement criteria. This assessment process must coordinate with the initial screening and assessment that is conducted by the Contractor at enrollment.
 - 11.7.2.2. Crisis intervention in accordance with the Chapter 70.96A.140 Revised Code of Washington (RCW) Involuntary Treatment Act (ITA) through existing community systems.
 - 11.7.2.3. Alcohol/Drug detoxification services (acute and sub-acute) to provide care and treatment of enrollees while the enrollee recovers from the transitory effects of acute or chronic intoxication or withdrawal from alcohol or other drugs.

- 11.7.2.4. Outpatient treatment services that provide non-domiciliary/non-residential chemical dependency services to enrollees. Includes services to family and significant others of enrollees in treatment. Consists of intensive outpatient, outpatient, and opiate substitution outpatient treatment services. Outpatient treatment services must meet the criteria in the specific modality provisions set forth in WAC 388-805.
- 11.7.2.5. Residential treatment services that provide chemical dependency treatment for patients and includes room and board in a twenty-four-hour-a-day supervised facility if the assessment determines that the patient meets the ASAM placement criteria for residential treatment. The Contractor may refer enrollees to the existing DASA treatment system to provide this service within available resources or may purchase residential treatment services from a certified residential treatment agency.

11.8. Exclusions:

The following services and supplies are excluded from coverage under this agreement. This shall not be construed to prevent the Contractor from covering any of these services when the Contractor determines it is medically necessary. Unless otherwise required by this agreement, ancillary services resulting from excluded services are also excluded.

11.8.1. Services Covered By DSHS Fee-For-Service Or Through Selective Contracts with other providers:

- 11.8.1.1. School Medical Services for Special Students as described in the DSHS billing instructions for School Medical Services.
- 11.8.1.2. Eyeglass Frames, Lenses, and Fabrication Services covered under DSHS' selective contract for these services, and associated fitting and dispensing services.
- 11.8.1.3. Voluntary Termination of Pregnancy, including complications.
- 11.8.1.4. Transportation Services other than Ambulance: Taxi, cabulance, voluntary transportation, and public transportation.
- 11.8.1.5. Dental Care, Prostheses and Oral Surgery, including physical exams required prior to hospital admissions for oral surgery.
- 11.8.1.6. Hearing Aid Devices, including fitting, follow-up care and repair.

- 11.8.1.7. First Steps Maternity Case Management and Maternity Support Services.
- 11.8.1.8. Sterilizations that do not meet other federal requirements.
- 11.8.1.9. Health care services provided by a neurodevelopmental center recognized by DSHS.
- 11.8.1.10. Certain services provided by a health department or family planning clinic when a client self-refers for care.
- 11.8.1.11. Pharmaceutical products prescribed by any provider related to services provided under a separate agreement with DSHS or related to services not covered by the Contractor.
- 11.8.1.12. Protease Inhibitors
- 11.8.1.13. Services provide for ventilator – trach. & traumatic brain injury clients under bundled rates (WMIP will establish separate rate cells if these clients are enrolled).
- 11.8.1.14. Gastroplasty, when approved by DSHS in accord with WAC 388-531. The Contractor has no obligation to cover gastroplasty.
- 11.8.1.15. Gender dysphoria surgery and related procedures, treatment, prosthetics, or supplies when approved by DSHS in accord with WAC 388-531.
- 11.8.2. **Services Covered By Other Divisions In The Department Of Social And Health Services:**
 - 11.8.2.1. Health care services covered through the Division of Developmental Disabilities for institutionalized clients.
- 11.8.3. **Services Not Covered by Either DSHS or the Contractor:**
 - 11.8.3.1. Any service provided to an incarcerated enrollee, beginning when a law enforcement officer takes the enrollee into legal custody and ending when the enrollee is no longer in legal custody.
 - 11.8.3.2. Medical examinations for Social Security Disability.
 - 11.8.3.3. Services for which plastic surgery or other services are indicated primarily for cosmetic reasons.

- 11.8.3.4. Physical examinations required for obtaining continuing employment, insurance or governmental licensing.
- 11.8.3.5. Experimental and Investigational Treatment or Services, determined in accord with Section 10.16, Experimental and Investigational Services, and services associated with experimental or investigational treatment or services.
- 11.8.3.6. Reversal of voluntary surgically induced sterilization.
- 11.8.3.7. Personal Comfort Items, including but not limited to guest trays, television and telephone charges.
- 11.8.3.8. Biofeedback Therapy.
- 11.8.3.9. Diagnosis and treatment of infertility, impotence, and sexual dysfunction.
- 11.8.3.10. Orthoptic (eye training) care for eye conditions.
- 11.8.3.11. Tissue or organ transplants that are not specifically listed as covered.
- 11.8.3.12. Immunizations required for international travel purposes only.
- 11.8.3.13. Any service, product, or supply paid for by DSHS under its fee-for-service program only on an exception to policy basis. The Contractor may also make exceptions and pay for services it is not required to cover under this agreement.
- 11.8.3.14. Any other service, product, or supply not covered by DSHS under its fee-for-service program.

